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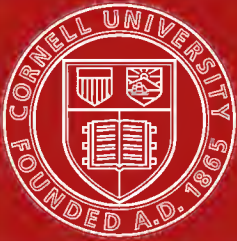
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THE EARLY HISTORY OF THE JEWS
IN NEW YORK, 1654-1664.

SOME NEW MATTER ON THE SUBJECT.

BY
SAMUEL OPPENHEIM.

PRINTED FOR THE AUTHOR
AND FOR THE PUBLICATIONS OF THE AMERICAN JEWISH HISTORICAL
SOCIETY, No. 18 (1909).

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BY SAMUEL OPPENHEIM,
Residence, 811 Dawson St., Bronx Borough, N. Y.
Formerly, at 141 East 111th St., N. Y.



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THE EARLY HISTORY OF THE JEWS IN NEW YORK, 1654-1664.

SOME NEW MATTER ON THE SUBJECT.

BY SAMUEL OPPENHEIM.

“What they may be able to obtain from your Honors, time will tell.”

With these humble words, Stuyvesant concluded his remarks about the Jews in New Amsterdam, in a letter he wrote to the Directors of the Dutch West India Company, on June 10, 1656. That letter has not heretofore been published or referred to. The part of it relating to the Jews will be set out further on. It was written about a year after he had received the Directors' letter of April 26, 1655, containing the information that they had decided to grant a certain petition of the Jews for permission to trade to and in New Netherland and to reside there. That petition or its substance has never seen print, nor has that part of Stuyvesant's letter relating to the Jews, dated September 22, 1654, calling forth the reply mentioning the granting of the petition. These two and extracts from two other letters of Stuyvesant relating to the Jews will now be given for the first time. They throw an interesting and important light on the subject of the settlement of the Jews in this country, and incidentally upon the situation of the Jews in Holland and England. Other documents, heretofore published, will also be given here but in a revised translation, as an examination of the Dutch originals shows that, in a number of cases, the translations as printed do not closely follow the original, and, in others, words have been mistranslated. The important variations will be pointed out. Translations will also be given of Dutch documents from the archives at Albany, heretofore referred to only from

the calendared note of their contents, but the full text of which adds to our information of the doings of the early Jewish settlers.

The statement heretofore appearing, that some Jews had been sent here from Holland to serve as soldiers for one year in 1652, requires correction as unsupported by the original Dutch record, a translation of which from the MS. English copy at Albany was cited as authority. The error arose through an obscurity in the reading of the word "few" as "Jew" or "Jews."¹

Some Jews had come to New Amsterdam in the summer of 1654, in order to trade. The Dutch Domine, the Reverend Johannes Megapolensis, in a letter dated at that city, March 18, 1655, and addressed to the Classis of Amsterdam, referred to this fact and the further arrival of Jews later, as follows:

Last summer some Jews came here from Holland, in order to trade. Afterwards, some Jews, poor and healthy, also came here on the same ship with D: Polheymis Now again in the spring some have come from Holland, and report that a great many of that lot would yet follow and then build here their synagogue.²

The date heretofore accepted for the arrival of the first Jews in New York is usually given as July 8, 1654, with the

¹ See *Publications of the American Jewish Historical Society*, No. 3, pp. 74-75, citing Vanderkemp's *MS. Translation of Dutch Colonial Records*, N. Y., Vol. IV, p. 65, under date of April 4, 1652—letter of the Directors to Stuyvesant—to read: "Among them you shall find 'some Jews' on the muster rolls," etc., instead of "some few" on the muster rolls. The Dutch reads: "onder welke uE eenige weynich op de rolle sullen gedenoteert vinden, maer voor Soldaten sullen v'bonden syn een Jaer naer aencomste aldaer, als wanneer sy haer tot den ackerbow willen begeven, dat uitter natuyre haer ambacht ist geweest."

² *Ecclesiastical Records of New York*, Albany, N. Y., 1901, I, p. 355, as revised after comparison with the Dutch original. See Appendix for fuller copy of letter and extract from original. The translation will be referred to later.

ship *Peartree*, on which Jacob Barsimson, a Jew, was a passenger.^a

This date, however, requires change; it is the date when the ship left Holland, as appears from a record at Albany giving a list of passengers sailing from Holland to New Netherland between 1654 and 1664, who had not prepaid their passage. This shows that Jacob Barsimson and Jacob Aboaf, Jews, left Holland to come here with the *Pereboom*, or *Peartree*, on July 8, 1654, and that Aboaf did not continue his journey but stopped off in England. Barsimson apparently arrived here August 22, 1654, when it appears that his passage money of thirty-six guilders was paid, whether by him or some one else is not stated. The full record, now printed for the first time, is here given as translated from the Dutch. It is taken from the account of the treasurer of the colony, and reads as follows:

Amsterdam, in New Netherland, Ao. 1654.

Jacob Aboaf, Jew, Debtor.

For freight and board on his coming hitherward Ao. 1654, 8 July, per ship *Peartree*[f36 . .]^{3a}
[Credit]^{3a}

[Note.]^{3a} This person did not come here, but went ashore in England. Write off therefore again.....f36 . .
Jacob Barsimson, Jew, Debtor.

For freight and board on his coming hitherward Ao. 1654, 8 July, per ship *Peartree*.....f36 . .
Credit

By Cash received, and entered as a debit in my Cash Account in Book No. E, under date of 22 August, current money 72 guilders in payment of Holland money.....f36 . .⁴

^a *Publications of the American Jewish Historical Society*, No. 2, p. 77, in which Mr. Max J. Kohler first called attention to Jews having been on that ship, citing *New York Genealogical and Biographical Record*, Vol. 14, p. 181.

^{3a} Paper destroyed.

⁴ *N. Y. Colonial MSS.*, Vol. XIV, p. 83, in N. Y. State Library. See also *Year Book of the Holland Society of New York*, for

Early in September, 1654, some Jews, as has often been noted, and a further reference to whom will be made later on, came to New Amsterdam.⁵ Their arrival and their desire to remain called forth a letter from Stuyvesant to the Directors of the Dutch West India Company, dated September 22, 1654, the receipt of which was acknowledged April 26, 1655. In that letter the following, now published for the first time, occurs in relation to the Jews, the translated extract being given in the form recently found by the writer in a clearly written Dutch MS. of the period, to which a copy of the petition referred to at the beginning of this paper was attached:

Extract from a certain letter from Director
Jews. Peter Stuyvesant to the Amsterdam Chamber,
dated Manhattan, September 22, 1654.

The Jews who have arrived would nearly all like to remain here, but learning that they (with their customary usury and deceitful trading with the Christians) were very repugnant to the inferior magistrates, as also to the people having the most affection for you; the Deaconry also fearing that owing to their present indigence they might become a charge in the coming winter, we have, for the benefit of this weak and newly devel-

1902, pp. 5 *et seq.*, containing the full list of names, copied from the Albany records, but not the full entries connected with the names. The only Jewish names found in the list are Barsimson and Aboaf. Mr. A. J. F. van Laer, the archivist in charge of the manuscript records at the New York State Library, to whom thanks are due for many courtesies in the preparation of this paper, in a letter to the writer in reference to the date of the sailing of the *Peartree*, wrote as follows:

"The date, July 8, 1654, in the entries of which I sent you copies in my letter . . . refers to the time when the ship *de Pereboom* left Holland. The term 'herwaerts gecomen' implies this, but to make sure I have compared various entries in the accounts with the bills of lading which we have and find that in every case the dates given in the accounts correspond with that of the sailing of the vessel from Holland, as indicated in the bill of lading."

⁵ *Records of New Amsterdam*, N. Y., 1897, I, pp. 240, 241, 242, 244, reprinted in the Appendix.

oping place and the land in general, deemed it useful to require them in a friendly way to depart; praying also most seriously in this connection, for ourselves as also for the general community of your worships, that the deceitful race,—such hateful enemies and blasphemers of the name of Christ,—be not allowed further to infect and trouble this new colony, to the detraction of your worships and the dissatisfaction of your worships' most affectionate subjects.⁶

The inferior magistrates mentioned by Stuyvesant were the Schout (Sheriff), Burgomasters (Mayors) and Schepens (Aldermen), who were constituted the Inferior Court of Justice on February 26, 1654.⁷

On March 1, 1655, the following entry appears in the court records:

Fiscal van Tienhoven informed the Burgomaster and Schepens, the Director General and Supreme Council have resolved that the Jews who came last year from the West Indies and now from Fatherland, must prepare to depart forthwith, and that they shall receive notice thereof, and asked whether Burgomasters and

⁶ The Dutch original reads as follows:

Extract uijt seeckere missive van de directeur
Joden Petrus Stuyvesant aen Camer van Amsterdam
dato Manhattans 22^{en} September 1654

De overgecomen jooden soudén meerendeel gaern hier sijn gebleven, maer ervarende datse de subalterne Magistraten, als oock de beste geaffectioneerste (mits haer gewoonlijcke woeckerije en bedriegelijcken handel neffens de Christenen) seer tegens de borst waren—de diacons oock vresende datse vermits haer tegenwoordige behoeftigheeden den aenstaen winter tot laste mochte comen, hebben voor dese tedere en eerst opluijkende beginselen van dese plaetse ende de lande jnt generael nuttelijcxst geoordeelt haer in cevrielheijt te laten vertrecken, willende oock soo ten regarde, van ons selfs als vande goede gemeente V. E. A. opt serieuselijcxst gebedden hebben met dat bedriegelijck geslachte soo hatelijcke vijanden en blafemateurs vande name Christj dese nieuwe colonie niet meer te willen infecteeren en becommeren, tot blaem van u E. A. en misnoegen van V. E. best geaffectioneerste onderdanen.

⁷ *Records of New Amsterdam*, N. Y., 1897, I, p. 173.

Schepens had anything to object thereto. It was decided No, but that the resolution relating thereto should take its course.*

This reference to the resolution of the Director General and Council apparently related to the requirement to leave (*geoordeelt*), mentioned by Stuyvesant in his letter of September 22, 1654, and was not a new proceeding. During the first half of 1655 Stuyvesant was in the West Indies, and the submission of the matter to the Burgomasters and Schepens was probably made in view of his expected return. The matter having been submitted to the home authorities it is unlikely that any absolute action upon the decision that the Jews should leave was taken before hearing from abroad. That they did not leave at Stuyvesant's request in 1654 appears from the above reference to their still being in New Amsterdam in March, 1655, though the record shows that those who arrived in September had written to Holland in October, 1654, for a remittance to enable them to pay the balance due after the sale of their goods and after the complainants in the suit for the cost of their transportation from the South had agreed to wait until word came from *Patria* or Fatherland. This, in the then slow going and infrequent voyages, probably did not arrive until the spring, with the Jews who then came. The state-

* *Id.*, I, p. 291. It was at this meeting also that the complaint was made against Abraham deLucena for keeping open his store during the sermon and selling by retail, two distinct offences, for neither of which does he seem to have been punished, as the court minutes contain no further record on the subject. Nicasius deSille, the Schout, had asked for a heavy fine of 600 guilders, and some good reason must have existed to induce him to withdraw the charges. The date, March 1, 1655, is prior to the letter of Megapolensis, and Lucena was among the few described by him as coming in the spring from Holland. He had probably been in Brazil before coming here. There is a place on the coast of Brazil, not very far north from Recife, where the Dutch and Jews had been in 1654, known as Punto deLucena. See *Passkaart vande Zee Kusten van Brazilie*, by C. J. Voogt, dated Amsterdam, 1695, in library of the Hispanic Society of America.

ment that "the resolution relating thereto should take its course" does not mean that the Jews were then compelled to leave, but that the Burgomasters had taken formal action pursuant to Stuyvesant's request, and that they awaited his signature to an actual order to depart. No reference appears in the local records, which are now printed, to any actual departure of the Jews following the action of the Burgomasters, and we can assume that if the order had been carried out some reference thereto would have appeared in one of the various documents relating to the Jews or in the proceedings of a later date. Certainly as to those referred to as now from Fatherland the order was not carried out, although the submission of the matter to the Burgomasters undoubtedly arose because of their arrival. As to them the matter could not in March, 1655, have been definitely acted upon in the absence of Stuyvesant, as they were not in the colony when he wrote in September, 1654. These new arrivals must have included Abraham de Lucena who, as already appears, was on the same day before the court on the charge of violation of the Sunday law, and of selling by retail, and also David de Ferera, who hired a house a week later, as appears from a copy of his lease now for the first time published, and forming part of the Appendix hereto. Salvador d'Andrada was also among them, judging from the fact that in July of the same year he, with the two others just named, made an application for the purchase of a burial ground, which will be referred to further on. All of these, and Asser Levy, mentioned among the arrivals in September and as from the West Indies, are still found recorded as in the colony for several years after. The complaint against de Lucena indicates that on March 1, 1655, he was a new arrival. If an older resident he would have known what the custom was in New Amsterdam, and not subjected himself to the charge of violating the Sunday law.

The West India Company's reply to Stuyvesant's letter has

often been printed, but it is deemed well to give again the part relating to the Jews, in a revised translation, differing somewhat from that officially published.* The variations will be indicated in a foot note. This reply, dated April 26, 1655, reads as follows:

We would have liked to effectuate and fulfill¹⁰ (a) your wishes and request that the new territories should no more be allowed to be infected (b) by people of the Jewish nation, for we foresee therefrom (c) the same difficulties which you fear, but after having further weighed and considered the matter, we observe that this (d) would be somewhat (e) unreasonable and unfair, especially because of the considerable loss sustained by this nation, with others, (f) in the taking of Brazil, as (g) also because of the large amount of capital which they still (h) have invested in the shares of this company. Therefore after many deliberations we have finally (i) decided and resolved to apostille (j) upon a certain petition presented by said Portuguese Jews that these people may travel and trade to and in New Netherland (k) and live and remain there, provided the poor among them shall not become a burden to the company or to the community, but be supported by their own nation. You will now (l) govern yourself accordingly.

* See *Docs. rel. to Col. Hist. of N. Y.*, XIV, p. 315.

¹⁰(a) In the official printed translation by Mr. Berthold Fernow the reading is "agree to." The original reads "geeffectueert ende volbracht."

(b) The original, following Stuyvesant's letter, reads "geinfecteert," and was misread by Fernow as "geinserteert" and translated by him as "invaded." "Niet meer . . . mochte werden" was translated "should not be further."

(c) The original is "hieruyt," which Fernow made "from such immigration."

(d) The original is "tselfe," which Fernow translated "it."

(e) The original has "hebben gemerckt tselve eenichsints stryden de syn tegens de reden ende billickheyt." Fernow omitted translation of "eenichsints," meaning "somewhat."

(f) Fernow made this "the Jews." The original has "dese natie int generael," or "this nation in general," a better reading of which is as above given.

(g) Fernow made "als" "and." The original has "soo van den . . . als de," or "because of the . . . as the."

The petition referred to in the company's reply has not heretofore been published, and is here given, as translated from the Dutch, following the form in the original version which is given below. It was made in Amsterdam, and is undoubtedly one of the most important documents we have in relation to the settlement of the Jews in this country. It reads as follows:

1655, January To the Honorable Lords, Directors of the Chartered West India Company, Chamber of the Jewish Nation. City of Amsterdam.

The merchants of the Portuguese Nation residing in this City respectfully remonstrate to your Honors that it has come to their

Granted that they may reside and traffic, provided they shall not become a charge upon the deaconry or the Company.

knowledge that your Honors raise obstacles to the giving of permits or passports to the Portuguese Jews to travel and to go to reside in New Netherland, which if persisted in will result to the great disadvantage of the Jewish nation. It also can be of no advantage to the general Company but rather damaging.

There are many of the nation who have lost their possessions at Pernambuco and have arrived from there in great poverty, and part of them have been dispersed here and there.

So that your petitioners had to expend large sums of money for their necessities of life, and through lack of opportunity all cannot remain here to live. And as they cannot

(h) The original has "alsnoch," which Fernow did not translate.

(i) The original has "Sulcx dat we eynteleyck nae menichvuldige deliberatien hebben," which Fernow made "After many consultations we have."

(j) The original has "te appostilleren," which Fernow did not translate. This word means "to note" or "to note in the margin" or "to note at the foot," and becomes important in examining the copy of the petition which has a note, at the side, of the granting of it.

(k) Fernow translated "syluyden sullen mogen varen ende negotieren naer ende op nieunederlandt, oock aldaer woonen ende verblijven," as "they shall have permission to sail to and trade

go to Spain or Portugal because of the Inquisition, a great part of the aforesaid people must in time be obliged to depart for other territories of their High Mightinesses the States-General and their Companies, in order there, through their labor and efforts, to be able to exist under the protection of the administrators of your Honorable Directors, observing and obeying your Honors' orders and commands.

It is well known to your Honors that the Jewish nation in Brazil have at all times been faithful and have striven to guard and maintain that place, risking for that purpose their possessions and their blood.

Yonder land is extensive and spacious. The more of loyal people that go to live there, the better it is in regard to the population of the country as in regard to the payment of various excises and taxes which may be imposed there, and in regard to the increase of trade, and also to the importation of all the necessaries that may be sent there.

Your Honors should also consider that the Honorable Lords, the Burgomasters of the City and the Honorable High Illustrious Mighty Lords, the States-General, have in political matters always protected and considered the Jewish nation as upon the same footing as all the inhabitants and burghers. Also it is conditioned in the treaty of perpetual peace with the King of Spain that the Jewish nation shall also enjoy the same liberty as all other inhabitants of these lands.

Your Honors should also please consider that many of the Jewish nation are principal shareholders in the Company. They have always striven their best for the Company, and many of their nation have lost immense and great capital in its shares and obligations.

The Company has by a general resolution consented that those who wish to populate the Colony shall enjoy certain districts of land gratis. Why should now certain subjects of this State not be allowed to travel thither and live there? The French consent

in New Netherland, and to live and remain there." The translation above is closer to the original and shows that the grant was larger than his translation indicated, as it gave the Jews the right not only to trade in but also to New Netherland. This gave them the right to bring in goods from abroad. As given by Fernow, the right was simply to trade in New Netherland.

(1) The original has "alsnu," which Fernow did not translate.

that the Portuguese Jews may traffic and live in Martinique, Christopher and others of their territories, whither also some have gone from here, as your Honors know. The English also consent at the present time that the Portuguese and Jewish nation may go from London and settle at Barbados, whither also some have gone.

As foreign nations consent that the Jewish nation may go to live and trade in their territories, how can your Honors forbid the same and refuse transportation to this Portuguese nation who reside here and have been settled here well on to about sixty years, many also being born here and confirmed burghers, and this to a land that needs people for its increase?

Therefore the petitioners request, for the reasons given above (as also others which they omit to avoid prolixity), that your Honors be pleased not to exclude but to grant the Jewish nation passage to and residence in that country; otherwise this would result in a great prejudice to their reputation. Also that by an Apostille and Act the Jewish nation be permitted, together with other inhabitants, to travel, live and traffic there, and with them enjoy liberty on condition of contributing like others, &c. Which doing, &c.¹¹

¹¹ The Dutch original of the above is as follows:

1655, January Aende Ed: Heeren de Bewinthebberen vande
Request vande geoctroijeerde Westjndische Compe ter Camere
Joodsche Natie. der Stad Amstelredamme.

De coopliden vande Portugese Natie, hier ter Steede woonende, remonstreeren aen uwe Ed: reverentel. dat aen haere kennisse is gecomen, dat uwe Ede difficultejt maecken, Is toegestaen parmissie ofte paspoorten te geven aen portugeese Jooden omme te mogen varen en te gaen dat se mogen woonen in Nieu Nederland, twelck soo daer bij traffiqueeren gepersisteert wert, sal strecken tot groot nadeel mits deselve vande Joodtsche Natie, oock can tselve geen niet tot laste voordeel geven vande Generale Compe., jmmers van de dia- eer schadelyck. Daer sijn veel van die Natie, conien co- die haer welvaren verlooren hebben tot Pher- mende ofte de namhuco, en sijn van daer met groote arre- Compagne moede overgecomen, een gedeelte sijn noch hier en daer verstroijt sulcx dat de Supplten met groote Somme gelts hare behoeften moeten remedieeren, en door gebreck van possibilitijt connen alle deselve alhier niet blijven

The date at the head of the document indicates that the remonstrance or petition was made some time in January, 1655. The note at its side is undoubtedly the "apostille" mentioned in the company's letter of April 26, 1655, and was made on February 15 of that year, as appears from various petitions of the Jews to the authorities in New Amsterdam, to be quoted further on, in which an order or apostille of the Dutch West India Company of that date, in the terms of this note, is referred to. It follows also the language of the petition which asked for an apostille which was the usual method of acting upon a request for relief.

woonen. En dewijle ter saecke de Inquisitie deselve nae Portugael noch Spangien niet mogen varen, sullen een groot gedeelte, vant voors. volck metter tijt moeten vertrecken nae andere conquesten vande Ede. Ho: Mo: Heeren Staaten Generael en derselver compagnien, omme aldaer door hunnen arbeit en agentie te mogen leven, onder de proteque vande administrateurs van uwe Ede. Bewinthebberen,—mede observeerende en obedieerende uwe Ede. bevelen en ordonnantien. Het is aen uwe Ede. wel bewust hoe dat de joodsche Natie in Brasil mede alle tijt getrou sijñ geweest, en gesocht hebben die plaetse te bewaren en mainteneeren, tot dien eynde hebben hun goet en bloet gerisiqueert. Het land is ginder groot en ruim, hoe meerder getrou volck aldaer gaet woonen, hoe beter dattet is, Soo totte populatie van t land, als tot betalinge van eenige axsijsen ofte jmpositien die aldaer souden mogen gestelt sijñ ende tot augmentatie vande negotie, en meer toevor van alle behoeften die derwärts gesonden werden. Oock sullen uwe Ede. gelieven in consideratie te nemen dat de Ede. Heeren Burgermeesteren van dese Stad ende de Ede. doorl: Ho: Mo: Heeren Staten Generael aen de joodtsche Natie althoos gepatrocineert en gereputeert hebben (jnt stuck van policie) op een graet neffens alle de jnwoonders en Burgeren. Soo jst oock geconditioneert int Tractaet van den eeuwigen vrede met den Coninck van Spangien dat de Joodtsche natie oock souden genieten deselve vrijheijt als alle andere jngesetenen deser landen. Mede gelieven uwe Ed: te considereeren dat veele vande Joodsche natie sijñ Hooftparticipanten inde Compe., sulcx hebben altoos het beste van de Compe. gesocht, ende veele van hunne natie

The marginal note is in a different hand from that of the body of the petition, and, like the word "Joden" or Jews in the extract from the Stuyvesant letter, is in the writing of Hans Bontemantel, a Director of the Amsterdam Chamber of the Dutch West India Company, and also an Alderman of that city. The rest of the writing is in an engrosser's hand.

Who the petitioners were does not appear, as only a copy of the petition, without signatures, has been preserved. It was, as remarked, attached to the extract from Stuyvesant's letter, and no doubt formed part of some document submitted to the New Amsterdam authorities, as may be gathered from

hebben sware en groote capitalen inde actien en obligatien verlooren. De Compe. heeft bij generale resolutie toegelaten, dat de geene die Colonijen wilden populeeren soudén genieten seecker district lants gratis. Hoe soudén nu geene particuliere onderdanen van dese Staet derwärts mogen varen en woonen. De fransen consenteeren, dat tot Martinicas, Christoffel, en elders hunne conquesten sullen gaen traficqueeren en woonen de portugese jooden, derwärts oock eenige van hier gevaren sijn u Ede.: bekent. Oock geven de Engelschen tegenwoordigh consent dat de portugese en Joodtsche natie uijt London mogen varen en gaen woonen tot Barbados, gelijk oock eenige derwärts gevaren sijn. Als de vremde natien consenteeren dat de Jootse natie mogen gaen woonen en negotieeren nae hunne conquesten, hoe soudén uwe Ede. tselve ende de passagie verbieden aen dese Portugese natie die alhier woonen, en wel ontrent 60 jaren herwärts alhier geseten sijn, oock veele alhier ingebooren en ingeseten Burgers, en dat nae een land dat volck van doen heeft om geaugmenteert te werden. Soo dat de Supplianten versoecken om de redenen boven verhaelt (en meer andere die sijn naelaten omme geene prolexiteijt te causeeren) dat uwe Ede. gelieven de joodtsche natie, niet te excludeeren, maer de passagie en wooninge aldaer te lande te vergunnen. Andersints soude tselve tot groot nadeel van hunne reputatie geschieden. Maer dat bij appostille en acte de jootsche natie wert gepermitteert neffens andere inwoonderen derwärts te mogen varen, woonen en traficqueeren, en mede aldaer de vrijheijt genieten mits contribueerende als andere enz. Twelck doende enz.

references to it in various other petitions to be quoted, in which the "apostille" or order of February 15, 1655, is referred to as annexed.

The treaty of peace with Spain, referred to in the petition, was the treaty of Munster of 1648. Though the Jews were not specifically mentioned in it the question whether they were included in its terms arose soon after, and was finally officially determined in their favor. The date 1657 is given as the time when a declaration to that effect was made by the States-General, but this was a declaration that they were subjects of Holland so far as their right to trade in Spain was concerned, and not a first declaration so far as Holland itself was concerned.¹² As to Holland their right as subjects was considered and understood by the petitioners as recognized by the authorities, as appears by the petition and by another reference in a petition of the Jews in New Amsterdam made in 1657, to be set out later, when a question arose as to the granting to one of them of a burgher certificate, the Jews in their petition stating that the same was allowed in Amsterdam.

The shareholders of the Dutch West India Company were divided into two classes, chief shareholders (*Hooftparticipanten*) and minor shareholders (*minder participanten*).

The names of the Jewish chief shareholders referred to in the petition, and which were no doubt among those subscribed to it, are now known, though not heretofore appearing. Those for 1654 and 1655 are not accessible. A list of the shareholders of the Amsterdam Chamber for 1656 and 1658, however, which probably contains the same names as would be found in one for 1655 or 1654, can be given, as also a list for a later year, 1671. These names here appear now for the

¹² H. J. Koenen, *Geschiedenis der Joden in Nederland*, Utrecht, 1843, pp. 151 *et seq.*, and authorities cited by him; and also *The Jewish Encyclopædia*, title *Netherland*, IX, p. 229.

first time in print, and are given as found in the Dutch MS. They are as follows:

For 1656, November: Abram Isaac Perera, Andres Cristof. Nunes, Abram Isaac Bueno, Bento Osorio, Josep d'Acosta, Louys Rodrigues de Sousa, Ferdinando dias de Britto.

For 1658, 26 April: Abra. en Ysaac Pereira, Andr. Cristoffel Nunnes, Abr. & Isaacq Bueno, Bentto Osorio, Fernando dias de Britto, Josep dacosta, Symon & Louys de Sousa, Louys Rodrigues de Sousa.

A further list of April, 1658, gives the following additional names: Francisco Vaz de Crasto, Francisco Iopo Henriques, Balth'r Alvares Naugera, Josepho de los Rios, Ruij Gomme Frontiera, Aron Chamis Vaz, Dionis Jennis, Diego Vaz de Sousa.

The foregoing names are indicated as Jewish by a different style of writing than the other names in the lists, the 1656 list having the word "Jooden" or "Joode" opposite the names of Perera, Nunnes, Bueno and Osorio, and a later list in 1671 mentioning some of the other names as those of Jews.

For 1671, March, the following names occur under the heading of "Hebreen," or "Hebrews": Abraham & Isaac Perera, Simon & Louis Rodrigues de Souza, Aron Chamiz Vaz, Jacob de Pinto, Jeronimo Nunes da Costa, Jacomo & Fernando Ozorio, Abraham Cohen."

In the lists mentioned, that of 1656 contains 167 names, the first list of 1658, 169 names, and the further list of the same year, containing other names than those of the first list, 278 names. The list of 1671 contains 192 names. The proportion of the Jewish names to the whole in each of these

¹¹ A confirmation of some of these names as Jewish appears in an article by E. N. Adler, in *Transactions of the Jewish Historical Society of England*, IV, p. 226, entitled "The Jews of Amsterdam in 1655" [December]. Of the above the following appear there: David Ossorio, alias Bento Osorio, Abraham Isaac Perera, Andres Christoual Nunes.

lists can therefore be readily judged. The 1656 list is in the handwriting of Bontemantel, the others being in an engrosser's hand and each with some notation by Bontemantel. All were with the two new documents already quoted.

Joseph d'Acosta, whose name appears as one of the principal shareholders, is no doubt identical with the one of that name who came to New Amsterdam apparently in August, 1655, when he appears for the first time in the records in a suit against the skipper of the *Spotted Cow* for damages to his goods.¹⁴ He is undoubtedly the same Joseph d'Acosta of Amsterdam who is spoken of as the brother of the celebrated Uriël Acosta.¹⁵ He appears in December, 1655, as leasing a house in New Amsterdam from Michiel de Carreman for one year from July 1, 1656, at an annual rental of 250 guilders. The house adjoined that of Jacob Wolphertsen van Couwenhoven. A copy of the lease, which was witnessed by Isaque Israel, is given in the Appendix. He apparently was not here in July, 1655, when the Jews petitioned for the purchase of a burying ground, as will be referred to further on, as his name is not signed to that petition.

The statement in the petition that Jews were allowed by the English to go from London to Barbados is in line with two references. One of these states: "That about the Year 1654 there came Six Jew Families into this Kingdom" [England].¹⁶ The other is the item in the official records under date of April, 1655, relating to a pass issued by Cromwell to two Jews to go to Barbados.^{16a}

¹⁴ *Records of New Amsterdam*, I, p. 336.

¹⁵ See Koenen, *Geschiedenis der Joden in Nederland*, *supra*: *The Jewish Encyclopedia*, IV, p. 292.

¹⁶ H. S. Q. Henriques, *The Return of the Jews to England*, London, 1905, pp. 59, 61, 68, 69, and his *The Jews and the English Law*, Oxford, 1908, pp. 107, 109, 116, 117, and authorities cited.

^{16a} *Publications of the American Jewish Historical Society*, No. 4, p. 223. "Pass for Abr. deMercado, M. D., Hebrew, and David

Jews are mentioned as in Barbados early in 1654, enjoying liberty of conscience.¹⁷

The reference to the French consenting to the Jews' residing and trafficking in Martinique is confirmed by a statement in a French account published in 1664, narrating events occurring to its author in 1654. This statement does not seem to have been heretofore referred to, and is given in a note below.¹⁸

Raphael deMercado, his son, to the Barbadoes, where he has an order from his Highness [Cromwell] to exercise his profession," April 27, 1655. Quoted from *British Calendar of State Papers, Domestic Series* (1655), XI, p. 583.

¹⁷ See A. Biet, *Voyage, &c.*, Paris, 1664, p. 294, referred to in the next note.

¹⁸ Antoine Biet, *Voyage de la France Equinoxiale en l'Island de Cayenne*, Paris, 1664, p. 303. At Lenox Library, New York. In this work Biet gives a detailed account of his travels begun in 1652. Under date of April, 1654, he contrasts the treatment that he, a Catholic priest, received at the hands of M. Parquet, the Catholic Governor at Martinique, with the liberty enjoyed by the Jews on the island. He was not permitted to land, and was kept a prisoner on the vessel for some time before he could depart for Guadaloupe. His language, translated from the French, is as follows:

They [the Jews] were permitted in the Island to Judaize, and in the sight of all the world to exercise their religion and observe their Sabbath. The Jews have or had at this time their various shops at St. Pierre, the town or city of the island where vessels come to port. They are the principal merchants, and have found so much favor and credit with M. Parquet and his wife, by means of their friends, that they have obtained from him the free exercise of their Sabbath. It is the custom of this island that, on Saturday, all the inhabitants who have gotten ready their merchandize, such as sugar, tobacco, ginger, indigo and like things, bring them in on that day into the city to be weighed by the public scales established by the Governor of the island. The merchandize having been weighed and examined to see that they have no imperfections, each person distributes them in order among the shops he is accustomed to supply with the merchandizes

The original of the Stuyvesant extract and of the petition of the Jews, as also of the lists of chief shareholders, is to be found among the manuscripts relating to the Dutch West India Company, in the library of the Historical Society of Pennsylvania, at Philadelphia.¹⁹

that are needed. As the Jews have the principal shops and are the best supplied with merchandize, they would be much occupied on that day and this would prevent them from observing their Sabbath day. Therefore it is that by means of their friends, as I have already said, the day of weighing on Saturday, which is like market day, has been transferred to Friday. This was readily accorded to them by the Governor, as they have the favor of his most powerful friends. So that while I was being persecuted the Jews who were not endured in France, having no place of refuge there, find one in a French island and Judaise there. For from Friday sundown until Saturday at the same hour they rest and give no merchandize to any one, but they have no difficulty on the holy Sunday and holidays instituted by the Church, and are not prevented in giving to every one whatever he requires on those days.

The *Revue des Études Juives*, II, pp. 93 *et seq.* (1892), in the article devoted to the Jews in Martinique, refers to the presence of Jews there in 1650, without citing its authority for that date, but does not refer to Biet, *supra*, or speak of the facts mentioned by him. See also, as to the settlement of Jews in the island, Jean Baptiste du Tertre, *Histoire Générale des Ant-Isles, habitées par les François*, Paris, 1667, I, pp. 528 and 460-5.

¹⁹ A note of their whereabouts appeared in the *Year Book of the Holland Society of New York* for 1892 and 1893, pp. 150-152, in a report by Mr. Dingman Versteeg, who had been sent by the Holland Society to Philadelphia to examine the Dutch manuscripts of about a thousand pages then recently acquired by the Historical Society of Pennsylvania, and to report on their contents. A personal examination of these manuscripts recently made by the present writer yielded the valuable results here given. Mr. Versteeg mentioned three documents relating to New Netherland as having been in the bundle of papers examined by him, as appears from their titles on the cover of the package, but not to be found with the others. It may be of interest to note

The record of the application of the Jews, in July, 1655, already referred to, for the purchase of a burying ground, though elsewhere set out,²⁰ is reproduced in the Appendix in a revised version. The application was first made in July, 1655, and again on February 16, 1656, when it was finally acted upon. The petition was signed by Abraham de Lucena, Salvador Dandrada and Jacob Cohen. The place selected is described in the Dutch original as a "little hook of land," situate outside of the city, instead of "a spot of ground," as heretofore translated. This will help to identify its location a little more closely as at the New Bowery and Chatham Square.^{20a}

After the receipt of the letter of April 26, 1655, Stuyvesant wrote to the Directors under date of October 30, of that year, again referring to the Jews. This letter has not heretofore been published. Though his exact language is not accessible, the substance of it appears in an abstract, also made by Bon-temantel, and found in another library, and the part of it

that these missing documents are in the Lenox Library, and an examination of them showed some Jewish items which will be set out further on.

Thanks are due to Dr. John W. Jordan, the librarian of the Historical Society of Pennsylvania, for his courtesy which enabled the writer to make the necessary examination and copies. A photograph of the two documents quoted and of the lists referred to, and of other data obtained at Philadelphia, has been filed with the American Jewish Historical Society.

²⁰ See *Publications of the American Jewish Historical Society*, No. 3, pp. 76-77.

^{20a} See C. P. Daly, *The Settlement of the Jews in North America*, N. Y., 1893, pp. 35-42, for an analysis of the existing evidence fixing New Bowery as the location. The ground there was hilly and triangular and outside of the city, and the designation of "a little hook of land" adds to the data towards an identification. The loss of many records in the Register's office and elsewhere precludes an absolute proof.

relating to the Jews is also here given, for the first time. The reference reads as follows:

To give liberty to the Jews will be very detrimental there, because the Christians there will not be able at the same time to do business. Giving them liberty, we cannot refuse the Lutherans and Papists.²¹

That Stuyvesant wrote more at length on this subject in this letter is indicated by abstracts of published letters, found among the MSS. in Philadelphia.²²

In line with Stuyvesant's letter is a statement appearing in a letter from the Classis of Amsterdam to the Consistory in New Netherland, dated May 26, 1656.²³

Remarking that the Lutherans must have abandoned their intention of procuring a minister of their persuasion, they say:

Our Rev. Classis indeed looked upon this matter as an affair of great importance, for the Menonists and English Independents, of whom there is said to be not a few there, might have been led to undertake the same thing in their turn, and would probably have attempted to introduce public gatherings. In fact we are informed that even the Jews have made request of the Honorable Governor and have also attempted in that country to erect a synagogue for the exercise of their blasphemous religion.

²¹ The Dutch reads:

De jootsche vryheyt seer schadelyck aldaer te weesen, alsoo de Christenen daer tegl. niet connen handelen, ende haer vryicheijt gevende, de Luteriaensche papisten niet sullen connen weijgeren.

²² In the library of the Historical Society of Pennsylvania is an abstract by Hans Bontemantel of the Directors' letter to Stuyvesant of April 26, 1655, already quoted from, which he heads: "Some notes of the letter written to the Director and Council in New Netherland April 26, 1655," and in which the part about the Jews is condensed by him to read as follows, as translated from the Dutch:

That the Jews may live, trade and traffic there, pursuant to apostilles here given by the Company at their request.

²³ *Ecclesiastical Records of New York*, I, p. 348.

Stuyvesant's letter of October 30, 1655, was acknowledged by the Directors in Holland on March 13, 1656, and it is deemed well to reprint here, in a revised translation, the part of the reply relating to the Jews, about whom they wrote:

The consent given to the Jews to go to New Netherland and there to enjoy the same liberty that is granted them in this country was extended with respect to civil and political liberties, without the said Jews becoming thereby entitled to a license to exercise and carry on their religion in synagogues or gatherings. So long, therefore, as no request is presented to you to allow such a free exercise of religion, any consideration relative thereto is too premature, and when later something shall be presented about it you will be doing well to refer the matter to us in order to await thereon the necessary orders.²⁴

This letter was no doubt received some time in May, 1656, and Stuyvesant wrote in reply under date of June 10 of the same year. This reply also has not heretofore appeared, and the part of it relating to the Jews is also here given for the first time. Like the previous letter, it is in Bontemantel's handwriting. The text is probably complete, with the exception of a few connectives. It reads, as translated from the Dutch:

Considering the Jewish nation with regard to trade, they are not hindered, but trade with the same privilege and freedom as other inhabitants. Also, they have many times requested of us the free and public exercise of their abominable religion, but this cannot yet be accorded to them. What they may be able to obtain from your Honors time will tell.²⁵

²⁴ *N. Y. Col. MSS.*, Vol. XII, p. 36, and *Docs. rel. to Col. Hist. of N. Y.*, XIV, p. 34.

²⁵ The Dutch reads as follows:

Considerende de joodsche natie int stuck van de negotie werden sij niet belet, maer handelen daer in de privilegie en de vrydomme als andere inwoonders oock de vrye en publike exercitie van haer abominable godsdienst hebben sij ons meermaels versocht maer noch niet connen condecendeeren. watse bij V. E. sullen connen optineeren leert den tijt.

An abstract of the whole letter, as well as of the Stuyvesant letter of October 30, 1655, is to be found among the Dutch manuscripts relating to New Netherland, at the Lenox Library, in New York.²⁶

The reference to the Lutherans in the letter of October 30 is interesting as indicating that it was owing to some extent to the presence of the Jews in New Amsterdam and their requests for religious liberty that similar privileges in matters of conscience were demanded by the Lutherans there. These do not seem to have been granted the latter during Stuyvesant's administration, except possibly in 1663,²⁷ and probably the Lutherans were only first authorized to have separate church gatherings in New York during the first English occupation, under the Duke's laws.²⁸

²⁶ These manuscripts, with others relating to Stuyvesant's administration and other matters of the Dutch West India Company, were acquired by the Lenox Library in 1894 at the sale of the library of the late Dr. George H. Moore, former librarian of the New York Historical Society. Judging from the writing in them they formed part of the same collection acquired a few years previously by the Historical Society of Pennsylvania, already quoted from, and supply some of the missing documents in that collection. Both of these collections ought to be published in translated form, as they contain valuable historical material relating to New Netherland and the settlements on the Delaware, and also in relation to the Dutch in Brazil. Whatever relates to the Jews in them has been excerpted by the writer, but not all has yet been published. For a history of the Moore MSS. see W. R. Benjamin's *The Collector*, Vol. V, pp. 19-21 (1891) and J. G. Wilson's *Memorial History of New York*, I, p. 162, note 1. It should also be here mentioned that a further collection of Dutch material relating to New Netherland and Brazil is to be found in the Library of Congress, containing Jewish items, about Brazil only, and that the New York Historical Society also possesses some manuscripts in Dutch relating to New Netherland.

²⁷ See Jonathan Greenleaf, *History of the Churches, etc., of the City of New York*, N. Y., 1846, p. 52.

²⁸ See Henry E. Jacobs, *History of the Evangelical Lutheran*

If the Lutherans were not authorized to have a separate church gathering during Stuyvesant's administration, we can assume that the Jews were not allowed to hold religious services except as authorized by the Directors' letter quoted. The following remarks by the Directors to Stuyvesant may possibly have been what was meant by Greenleaf in his work, referred to in a foot note, in which he spoke of the establishment of a Lutheran church in New Amsterdam in 1663. If Jews in any number were at that time there, of which there is little evidence, they also were no doubt included in the observation. Under date of April 16, 1663, the Directors, referring to the banishment of John Bowne, a Quaker, from the province, wrote to Stuyvesant:

Although we heartily desire that these and other sectarians remain away from there, yet as they do not, we doubt very much whether we can proceed against them rigorously without diminishing the population and stopping immigration which must be favored at a so tender stage of the country's existence. You may therefore shut your eyes, at least not force people's consciences, but allow every one to have his own belief, as long as he behaves quietly and legally, gives no offense to his neighbors and does not oppose the government. As the government of this City has always practiced this moderation and has often had a considerable influx of people, we do not doubt that your Province too would be benefited by it.²²

The tolerance of the Dutch in New Amsterdam towards the Jews in matters of religion before this, or in 1658, is shown by the fact that the observance by a Jew of his Sabbath was recognized by the authorities as a good reason for failure to

Church in America, N. Y., 1893, p. 56. After the Dutch recaptured New York the Lutherans in 1673 were authorized to have a separate gathering at Albany. See *Docs. rel. to Col. Hist. of N. Y.*, II, p. 617.

²² See *Ecclesiastical Records of N. Y.*, I, p. 530, citing *Docs. rel. to Col. Hist. of N. Y.*, XIV, p. 526. See also *Manual of the Reformed Church in America*, by Rev. E. T. Corwin, N. Y., 1902, pp. 35-36, for a different translation from the Dutch.

attend court when summoned on that day to appear at a later day. This is seen in a record in the court minutes of two cases brought in June, 1658, against Jacob Barsimson in which the entry reads: "Though defendant is absent yet no default is entered against him as he was summoned on his Sabbath." What the cases related to is not noted, and no further entry in relation to them appears in the records.²⁰ This ruling probably followed the law of Holland, and is interesting in tracing the origin of our present similar law.

Shortly after Stuyvesant's letter of October 30, 1655 was written, Jacob Barsimson and Asser Levy requested permission to keep guard instead of paying a tax for the privilege imposed upon the Jews as a compulsory substitute for not being permitted to keep such guard, in accordance with an ordinance just previously passed, a copy of which taken from the printed records, with a correction in the translation of the old Dutch word "disgonste," a variation of "disgunste," heretofore translated as "disgust" instead of "disinclination," is printed in the note.²¹

²⁰ *Records of New Amsterdam*, II, pp. 396, 397.

²¹ See *Docs. rel. to Col. Hist. of N. Y.*, XII, p. 96.

Resolution to exempt the Jews from military service, 28th of August, 1655.

The Captains and officers of the trainbands of this city having asked the Director General and Council whether the Jewish people who reside in this city, should also train and mount guard with the citizens' bands, this was taken into consideration and deliberated upon; first the disinclination and unwillingness of these trainbands to be fellow-soldiers with the aforesaid nation and to be on guard with them in the same guard house, and on the other side, that the said nation was not admitted or counted among the citizens, as regards trainbands or common citizens' guards, neither in the illustrious City of Amsterdam nor (to our knowledge) in any city in Netherland; but in order that the said nation may honestly be taxed for their freedom in that respect, it is directed by the Director General and Council, to prevent further discontent, that the aforesaid nation shall, according to

The petition and the action of the Directors and Council on Barsimson and Levy's petition have usually been commented on from the calendared abstract, which is misleading and indicates that they made the demand as an assertion of a right and were curtly refused and told "to go elsewhere if they liked." The actual record gives a different impression of why the application was made and of the action thereon. The following is a translation of the Dutch original, not heretofore printed, found in Vol. VI of *N. Y. Colonial MSS.*, p. 147, at the N. Y. State Library at Albany.

5 November [1655].

Jacob Barsimson and Asser Levy request to be permitted to keep guard with other burghers, or be free from the tax which others of their nation pay, as they must earn their living by manual labor.

After a vote, the answer was given: Director General and Council persist in the resolution passed, yet as the petitioners are of opinion that the result of this will be injurious to them, consent is hereby given to them to depart whenever and whither it pleases them. Dated as above.

That Levy was permitted to keep guard after this appears from a later record in April, 1657, which will be quoted further on, in which he recited the fact that he kept such guard.

On October 11, 1655, the Director and Council ordered that for the purpose of repairing and strengthening the outer

the usages of the renowned City of Amsterdam, remain exempt from the general training and guard duty, on condition that each male person over 16 and under 60 years contribute for the aforesaid freedom towards the relief of the general municipal taxes 65 stivers every month, and the military council of the citizens is hereby authorized and charged to carry this into effect until our further orders, and to collect, pursuant to the above, the aforesaid contribution once in every month, and in case of refusal to collect it by legal process. Thus done in Council at Fort Amsterdam, on the day as above.

Signed: P. Stuyvesant, Nicasius de Sille, Cornelis van Tienhoven.

works of the city so as to secure the inhabitants against attack by the Indians, a demand should be made of the burghers and others for a voluntary subscription and contribution, each according to his means, and in case of refusal the Burgo-masters were authorized to assess such and to exact a reasonable contribution and to levy execution therefor. Pursuant to this order, the following named Jews appear in the record, under date of October 12, 1655, as "voluntarily taxed" for the following amounts set opposite their names: Abraham de Lucena, Joseph d'Acosta, Salvador Dandrada, Jacob Cohen Henriques, David de Ferera, each 100 guilders, and Jacob Barsimson and Asser Levy, 6 guilders each. Stuyvesant and four skippers of trading vessels are set down for 150 guilders each, and five of the leading city officials and three wealthy burghers are down for 100 guilders each. The rest of the inhabitants taxed have sums ranging from 80 guilders down to 4 affixed to their names. The total number of persons taxed was 210, for a total sum of 6,305 guilders. The assessment of the seven Jews was thus fixed at about one-twelfth of the whole amount, while their proportion to the number of people taxed was one-thirtieth.²²

Though thus called on to contribute out of proportion to their relation to the rest of the community, the Jews did not complain of the amount of the tax imposed upon them, but questioned its justice inasmuch as they were not permitted to trade, like other burghers, to the South River and elsewhere, notwithstanding the permission granted to them by the Directors in Holland. This fact, not heretofore noted, appears from a petition dated several months later, which will shortly be noted.

²² *Records of New Amsterdam*, I, p. 371 and pp. 367-375. Cf. Daly's *Settlement of the Jews in North America*, *supra*, p. 19, which, probably through a printer's error, gives the figures for the Jews as 1000 guilders each. A note, however, by Mr. Kohler, the editor, gives the correct amount in American money, as taken from Valentine's *History of the City of New York*, pp. 315-318.

On November 29, 1655, they petitioned the Director and Council to consent to their trading to the South River, Fort Orange and other places. A copy of this petition newly translated from the Dutch original is here reproduced. The voting upon the petition is not given here in extenso, but is condensed from the printed record. That record omits the apostille upon the petition. This is added here, after the votes.

29 November, 1655.

To the Honorable Director General and Council of New Netherland:

With due reverence, Abraham deLucena, Salvador Dandrada and Jacob Cohen, for themselves and in the name of others of the Jewish nation, residing in this City, show how that under date of the 15th of February, 1655, the Honorable Lords Directors of the Chartered West India Company, Masters and Patrons of this Province, gave permission and consent to the petitioners, like the other inhabitants, to travel, reside and trade here, and enjoy the same liberties, as appears by the document here annexed. They therefore respectfully request that your Honorable Worships will not prevent or hinder them herein, but will allow and consent that, pursuant to the consent obtained by them, they may, with other inhabitants of this province, travel and trade on the South River of New Netherland, at Fort Orange and other places situate within the jurisdiction of this Government of New Netherland. Which doing, etc., the undersigned shall remain your Honorable Worships'

Humble Servants:

Was signed,	ABRAHAM DELUCENA,
	SALVADOR DANDBADA,
	JACOB COHEN.

The above request having been read to the meeting of the Director General and Council, it was resolved that each of the members of the Council shall give his opinion as to what apostille shall be placed thereon.

Here follow the opinions of the various members. Stuyvesant voted that the petition be denied for weighty reasons. LaMontagne gave a similar opinion. Nicasius deSille said that he did not like to act contrary to the order of the Lords Directors, but that as at present the Jews have put on board ship goods for the South River permission might be given to them, and further orders be awaited in answer to the last letter sent to the Lords

Directors. Cornelis van Tienhoven was of the opinion that it would be injurious to the community and the population of the said places to grant the petition of the Jews, and that it should be denied for the coming winter, and ample report made thereon to the Lords Directors, but that for this time a young man of the nation be allowed to go to the South River with some goods, without thereby establishing a precedent.

Apostille granted upon the above request of the Jews: For weighty reasons, this request, made in such general terms, is declined; yet having been informed that suppliants have already shipped some goods, they are for the time being allowed to send one or two persons to the South River in order to dispose of the same, which being done they are to return hither. Done as above.³³

The names of the two Jews who had been thus authorized to go to the South River are Isaac Israel and Benjamin Cardoso, who are noted as there under date of December 29, 1655.³⁴

³³ See *N. Y. Col. MSS.*, Vol. VI, p. 177, and *Docs. rel. to Col. Hist. of N. Y.*, XII, pp. 117, 118.

³⁴ See Max J. Kohler, in C. P. Daly's *Settlement of the Jews in North America*, *supra*, note 18, p. 22, and pp. 151, 152, citing *Docs. rel. to Col. Hist. of N. Y.*, XII, p. 136. Isaac Israel is mentioned as a witness to the lease to Joseph d'Acosta from Michiel de Carreman, already referred to, dated in December, 1655. The opinion expressed in the article by Dr. A. S. W. Rosenbach, in *Publications of the American Jewish Historical Society*, No. 5, pp. 194-5, that Israel was not a Jew because he was a member of the High Council of the West India Company's settlement on the South River in 1663, as shown in *Docs. rel. to Col. Hist. of N. Y.*, XII, pp. 447, 450, and because the letter of the Directors to Stuyvesant of June 14, 1656, which will be set out, was supposed to state that the Jews should not be permitted to hold civil office in the colony, is not now to be regarded as well founded in view of a correction, herein made, of the translation of that letter showing that no such prohibition was contained in it. Israel also appears in 1656 in the *Records of New Amsterdam*, II, p. 80, as a witness in a court proceeding mentioning Abraham de Lucena and Jacob Barsimson. An Abraham Israel and a David Israel are noted as among the Jewish arrivals in New Amsterdam in September, 1654, and were probably related to Isaac. See *Rec. of N. A.*, I, pp. 240, 241, and in Appendix.

Joseph d'Acosta was also given a permit on March 25, 1656, to send goods to the South River.³⁵

The following document relating to the attempted purchase of a house by Salvador Dandrada has not heretofore been printed in full though referred to from the calendared note of its contents.

23 December [1655].

Copy.

To the Honorable Worshipful Director General and High Councillors of New Netherland:

Salvador Dandradj, Jewish merchant here in this City, makes known, with submissive reverence, how that according to the authorization granted by the Honorable Lords Directors of the West India Company, Amsterdam Chamber, in Holland, to the Jewish nation, your petitioner has been conducting his business and trading here in this country, together with other merchants, and since his residence here has for this purpose rented and inhabited a house, and finally the said house and appurtenances were knocked down to him at a public sale by the secretary of the Noble Worships, held on the 14th of this month of December, and he has, pursuant to the same, come into the ownership thereof, according to the conditions under which the said house and appurtenances had been knocked down, an authentic copy of which is annexed;

And whereas your petitioner would like to enjoy his right to the same and to pay the purchase price stipulated, at the respective dates of maturity, he therefore submissively petitions that your Honorable Worships be pleased to permit and allow him so to do, expecting a favorable apostille regarding the same.

Will remain your Honorable Worships' Subject.

Was signed,

SALVADOR DANDRADJ.

Dated, Amsterdam in New Netherland, December 17, 1655.

³⁵ See *Cal., N. Y. Hist. MSS.*, Dutch, p. 163, citing *N. Y. Col. MSS.*, Vol. VI, p. 340, which reads:

25 March, Saturday [1656].

Received the petition of Joseph d'Acosta requesting to be permitted to send some goods to the South River. After a vote it was apostilled: Let it be done as petitioned. Dated as above.

The above petition having been read, the following apostille was added to the same:

The conveyance of the premises mentioned herein is for pregnant reasons declined.

Done at a meeting on the above date.³⁶

Shortly after came a petition by the seller, dated January 13, 1656, asking the Director and Council to pay him the purchase price of 1860 guilders because of their refusal to permit a transfer to Dandrada. This has heretofore been cited from the calendared note. The full record is given below, in a note.³⁷

Jan. 15, 1656.

Having read the petition of Teunis Cray requesting that the Director General and Council be pleased to consent that he make a conveyance and transfer to Salvador Dandrada, Jewish merchant here, of his house bought by the said Dandrada at public auction for 1860 guilders, or that the Director General and Council be pleased to take possession of the same and pay for the same the promised purchase money;

It was voted to make the following apostille:

The petitioner is referred to the apostille dated December 23d last, made to the petition of the said Jew Salvador Dandrada, regarding this. Dated as above.

Following this the Jews again petitioned Stuyvesant and the Council on March 14, 1656, first reciting what action had previously been taken upon their applications. Then, after referring to a demand that had been made upon them for the payment of the tax for the fortifications, they again requested permission to trade, like other burghers, at various places, and to own real estate. The following is a translation of their petition and of the action thereon by the Director and Council who stated that the Jews were counted and included among the inhabitants of the city whose persons and property were to be protected through the tax. The calendared note, from

³⁶ See *N. Y. Col. MSS.*, Vol. VI, pp. 197-8.

³⁷ *N. Y. Col. MSS.*, Vol. VI, p. 218.

which alone this record has heretofore been cited, gives no reference to several important details.

14 March [1656].

Copy.

To the Honorable Director General and Council of New Netherlands.

The undersigned suppliants remonstrate with due reverence to your Noble Honorable Lords that for themselves, as also in the name of the other Jews residing in this Province, they on the 29th of November last past exhibited to your Noble Honorable Lordships a certain Order [Acte] of the Honorable Lords Directors of the Chartered West India Company, dated February 15, 1655, whereby permission and consent was given them, with other inhabitants, to travel, live and traffic here and to enjoy the same liberty, and following which they humbly requested that your Noble Honorable Lordships should be pleased not to hinder them but to permit and consent that they, like other inhabitants of this Province, may travel and trade to and upon the South River, Fort Orange and other places within the jurisdiction of this Government of New Netherland. Regarding which your Noble Honorable Worships were then pleased to apostille: For weighty reasons this request, made in such general terms, is declined; yet having been informed that the suppliants have already shipped some goods they are for the time being allowed to send one or two persons to the South River in order to dispose of the same, which being done they are to return hither. Also your Noble Honors were pleased, under date of December 23d following, to refuse the conveyance of a certain house and lot bid in by Salvador Dandrada at public auction, and as a consequence to forbid and annul the purchase, so that the said house was again offered for public sale anew on the 20th of January following, and sold to another. And whereas the Honorable Magistrates of this city have been pleased to demand, through their secretary and court messenger, of the undersigned suppliants, individually, the sum of one hundred guilders, towards the payment for the Works [Wercken] of this city, amounting alone for the undersigned, your Worships' suppliants, to the sum of f500, aside from what the others of their nation have been ordered to contribute. Therefore your suppliants once more humbly request hereby that your Honors permit them if, like other burghers, they must and shall contribute, to enjoy the same liberty allowed to other burghers,

as well in trading to all places within the jurisdiction of this Government as in the purchase of real estate, especially as this has already been consented to and permitted by the Honorable Lords Directors, as can be seen by the aforesaid Order shown to your Honors on November 29th. Then they are willing and ready, with other burghers and inhabitants, to contribute according to their means. Which doing, etc.

Below stood:

Your Worships' Humble Servants:

Was signed:

Abraham de Lucena, Jacob Cohen Henricque, Salvador Dandrada, Joseph d'Acosta, David Frera.

The above request being read, the same, after consultation, was disposed of with the following apostille:

The subscription was requested by the Burgomasters and Schepens of this city and by the Director General and Council, for good reasons, for the benefit of this city and the further security of the persons and goods of the inhabitants, among whom the suppliants are also counted and included; therefor it is necessary that they, together with others, shall assist in bearing the burden occasioned thereby. In regard to the Order of the Lords Directors mentioned and exhibited, the Director General and Council are of opinion that pursuant to the same the Jewish Nation enjoy such liberty here in the city as the Order implies. Regarding the purchase and ownership of real estate, it is advised that the broad question be once again put to the Lords Directors, and pending the answer the last [request] is refused.

Thus done in our Assembly held at Fort Amsterdam, in New Netherland. Dated as above.

Was signed:

P. STUYVESANT,
NICASIVS DESILLE,
LAMONTAGNE.³⁸

³⁸ N. Y. Col. MSS., Vol. VI, pp. 321-322. Translation, as revised for the writer by Mr. Dingman Versteeg, official translator for the Holland Society of New York, to whom thanks are also due for revising the translations of various other Dutch documents herein given.

The Holland Directors replied to Stuyvesant's question regarding the ownership of real estate by the Jews and their trading to South River, in a letter dated at Amsterdam, June 14, 1656, an imperfect translation of which was printed in the official records.³⁹ As an important error exists therein it is necessary to give a revised version. The statement that the Jews were not to be allowed to be employed in any public service, as they could not do so in Amsterdam, is not borne out by the Dutch original, in which the words used were: "sonder nochtans dat de joodtse ofte Portugese natie aldaer (gelijck se in dese Stad mede niet en doen) *eenige ambachten sullen v'mogen op te stellen.*" These last words mean "allowed to establish themselves as mechanics," and do not mean "to be employed in public service," as given by Mr. Fernow. As revised, the extract should read:

We have here seen and learned with displeasure, that your Honors, against our apostille of the 15th of February, 1655, granted to the Jewish or Portuguese nation at their request, have forbidden them to trade at Fort Orange and South River, and also the purchase of real estate, which is allowed them here in this country without any difficulty, and we wish that this had not occurred but that your Honors had obeyed our orders which you must hereafter execute punctually and with more respect. Jews or Portuguese people, however, shall not be permitted to establish themselves as mechanics (which they are not allowed to do in this city), nor allowed to have open retail shops, but they may quietly and peacefully carry on their business as heretofore and exercise in all quietness their religion within their houses, for which end they must without doubt endeavor to build their houses close together in a convenient place on one or the other side of New Amsterdam—at their choice—as they have done here.⁴⁰

³⁹ *Docs. rel. to Col. Hist. of N. Y.*, XIV, p. 351. The letter of Stuyvesant of June 10, 1656, already quoted from, was acknowledged by the Directors on December 19, 1656. No reference to Jews appears in the answer.

⁴⁰ *N. Y. Col. MSS.*, Vol. XII, p. 39. Translation. This extract, in a different translation than the one officially published, appears

In connection with the part of this answer relating to retail shops, an item in the *Records of New Amsterdam* (II, p. 63), entered before its receipt, under date of March 15, 1656, which has not heretofore been noted, becomes important. It has reference to the keeping open of such retail shops by the Jews.

On the proposition made to the Court by some of the Bench that some order be concluded for preparing the progress of this city in keeping open retail shops, inasmuch as Jews and foreigners are as much encouraged as a burgher or citizen, it is resolved that the same be taken into consideration in full court.

That after this the Jews were allowed to keep open store and sell by retail, notwithstanding the suggestion in the letter of June 14, appears from the following further entry in the same *Records* (II, p. 262), under date of January 8, 1657:

Divers matters were proposed and decided to be taken into deliberation, and with this view a memorandum was made by the Honorable Silla: as

Of the law of citizenship [*Burgher recht*]:

Of keeping open store and selling by retail practiced to the present time both by Jews and all foreigners.

What action was taken upon this subject cannot be ascertained from the extant minutes, as the record for the whole year from January 31, 1657, to January 31, 1658, which would touch upon the matter of keeping open retail shops, is missing.⁴ There is a record, however, with regard to the question of citizenship noted above, and this is of importance in the history of the Jews in New Amsterdam.

in E. B. O'Callaghan's *Laws and Ordinances of New Netherland*, N. Y., 1868, p. 194. There the words "ambachten op te stellen" are translated as "to exercise any handicraft." O'Callaghan also gives in a note some details about the Jews of New Amsterdam, taken from the manuscript records. See pp. 192-4. Judge Daly, in his *Settlement of the Jews in North America*, p. 23, quotes from O'Callaghan's translation, without, however, citing his authority, as also does Mr. Isaac Markens in his *Hebrews in America*, N. Y., 1888, p. 3. In Daly's work, the editor's note gives the official printed translation.

⁴ *Records of New Amsterdam*, II, p. 289, note.

On April 9, 1657, the Burgomasters and Schepens gave notice that those who claimed the great or small burgher right, by virtue of gift or favor from the Director-General and Council, should communicate their names within eight days to the Burgomasters of the city, and that the Burgomasters would sit for eight days at the City Hall, commencing April 10, for the purpose of inscribing the names, and that those who did not communicate their names within the prescribed time would be deprived of the claim of burgher right, and consequently not permitted to trade.⁴²

On April 11, 1657, the following entry appears in the records:

Asser Levy, a Jew, appears in Court; requests to be admitted a Burgher; claims that such ought not be refused him as he keeps watch and ward (*tocht en wacht*) like other Burghers; showing a Burgher certificate from the City of Amsterdam that the Jew is Burgher there. Which being deliberated on, it is decreed, as before, that it cannot be allowed, and he shall apply to the Director General and Council.⁴³

An appeal was then made by the leading Jews in the colony to Stuyvesant and the Council for the admittance of Levy to the burgher right, and that application therefor by other Jews should not be denied. The petition was imme-

⁴² *Id.*, VII, p. 149.

⁴³ *Id.*, p. 154. It was probably in pursuance of the same policy that the following decision was made by the Burgomasters on the application of Jacob Cohen Hendricus, which appears on the same page of the minutes, under the same date:

Jacob Cohen Hendricus, a Jew, appears in the Court of Burgomasters; requests permission to bake and sell bread within this City, as other bakers, but with closed door. Which being deliberated on it is decreed as this is directly contrary to the privilege granted by the Honorable Director General and Council to the Burghery of this city and also against the orders given by the Honorable Lords Majores, the petitioner's request cannot be granted.

diately granted. A revised translation of the petition and of the order thereon is herewith given."

Copy.

To the Noble Worships, the Director General and Council of New Netherland.

We, the undersigned, of the Jewish Nation here, make known, with due reverence, how that one of our Nation repaired to the City Hall of this City and requested of the Noble Burgomasters that he might obtain his Burgher certificate, like other Burghers, which to our great surprise was declined and refused by the Noble Burgomasters, and whereas the Worshipful Lords consented under date of February 15, 1655, at the request of our Nation, that we should enjoy here the same freedom as other inhabitants of New Netherland enjoy, as appears from the petition here annexed; further that our Nation enjoys in the City of Amsterdam in Holland the Burgher right, and he who asks therefor receives a Burgher certificate there, as appears by the Burgher certificate hereto annexed; also that our Nation, as long as they have been here, have, with others, borne and paid, and still bear, all Burgher burdens: We, therefore, reverently request your Noble Worships to please not exclude nor shut us out from the Burgher right, but to notify the Noble Burgomasters that they should permit us, like other Burghers, to enjoy the Burgher right, and for this purpose to give us the customary Burgher certificate, in conformity with the order of the Worshipful Lords Directors above mentioned. Upon which, awaiting your Noble Worships' gracious and favorable apostille, we shall remain, as heretofore,

(Below stood)

Yours Noble Worships' Humble Servants,

SALVADOR DANDRADA,

JACOB COHEN HENRICQUES,

ABRAHAM DELUCENA,

JOSEPH D'ACOSTA.

On the above petition is apostilled:

The Burgomasters of this City are hereby authorized and at the same time charged to admit the petitioners herein and their Nation to the Burghership, in due form. Dated as above.

P. STUYVESANT,

NICASIUS DESILLE,

Dated, April 20, 1657.

PIETER TONNEMAN.

"N. Y. Col. MSS., Vol. VIII, p. 531. Cf. *Publications of the American Jewish Historical Society*, No. 6, p. 87.

This seems to be the last record of united action by the Jews in New Amsterdam during Stuyvesant's administration. Events in Holland a few months later, whereby the Jews in Europe were offered a greater freedom than was obtainable by those in New Netherland, led to an emigration in large numbers to a colony on the Pomeroon River in the Essequibo district in Western Guiana, then belonging to the Dutch, the existence of which was until recently unnoted by any writer treating of the Jews. A full account of this was given by the writer in Nos. 16 and 17 of the *Publications of the American Jewish Historical Society*. The liberties there granted were as full as the Jews desired, enabling them to exercise their religion freely and openly, to build synagogues and schools, and to take part in public deliberations concerning the welfare of the community, engage in any occupation desired by them, to have full burgher rights and to exercise judicial functions among themselves. The establishment of that colony, or rather the efforts through books and pamphlets to induce emigration thither, is said by G. M. Asher, in his *Bibliographical and Historical Essay on the Dutch Books and Pamphlets relating to New Netherland*, p. 12, to have "contributed its share to preventing the colonization" of New Netherland.

Here it is thought proper to present some new matter and views with regard to the first arrival of the Jews in New Amsterdam.

In September, 1654, twenty-three Jews arrived on the *St. Charles*, not the *St. Catarine*, as the name is frequently given. This has usually been given as that of a party flying from the Portuguese in Brazil after having been despoiled of all their possessions, taking refuge on the first vessel and coming to New Amsterdam. The fact appears, however, that on the capitulation of Recife, the capital of Dutch Brazil, in the latter part of January, 1654, all the Dutch subjects including

the Jews were granted an amnesty and three months' time within which to settle up their affairs, sell their goods or take them along and leave the country, or remain as Portuguese subjects, or subject to the regulations of the country relating to foreigners. Vessels for their accommodation were promised by Francisco Barreto, the commanding general of the Portuguese forces, and every facility was afforded them for a safe journey home. This appears in the capitulation agreement which is dated January 25, 1654. The language given by Southey, in his *History of Brazil*, quoted by later writers, that the Portuguese promised the Jews "an amnesty in all wherein they could promise it," leaving, as remarked by Southey and those later writers, "an ominous latitude for intolerance," does not appear in the agreement in connection with the Jews or any one else, and was used by Southey as his interpretation of the meaning of the clause that all foreigners remaining should be subject to the laws relating to foreigners. The second clause, which is the only one specifically mentioning the Jews, does not contain the words "an amnesty in all wherein they could promise it." It is given in a note below.*

*See *Accoord van Brasilien Mede van't Recife, Mauritis-Stadt, ende de omleggende Forten van Brasil*. t'Amsterdam, 1654. At Lenox Library. See also L. Aitzema, *Saken van Staet en Oorlogh*, etc., 'sGraven-Haghe, 1669, Vol. III, p. 1121, for a copy. The English of the second provision, which is the only one specifically mentioning Jews, though all the provisions after that, speaking of Dutch vassals, included them, is as follows:

"II. That in this Agreement there shall be included all nations, of whatever quality or religion they may be, who are all hereby pardoned for having been in rebellion against the Crown of Portugal, consenting that the same shall likewise apply to all the Jews who are in Recife and Maurits-Stadt."

The agreement further provided that various other Dutch possessions adjacent to Recife should be included, among them the island of Itamarica or Tamarca, where Jews are known to have resided about this time. See *Publications of the American Jewish Historical Society*, No. 3, pp. 16, 117.

A Jewish account of the departure of the Jews from Brazil and of the arrival of one of the vessels in New Holland, meaning New Amsterdam, in 1654, is here given, for the first time. Although referred to by various later writers, it is not set out by them in full, nor do they mention certain details in their reference. Its connection with the *St. Charles* holding the twenty-three Jews who came to Manhattan in September, 1654, has not heretofore been pointed out.⁴

This account appeared in *HaMeaseph*, a Jewish publication, for the year 1784, p. 17, and was prepared by David Franco Mendes, a well known Jewish writer, in giving a biographical sketch of Rabbi Moses Raphael de Aguilar, who had gone to Brazil with Rabbi Isaac Aboab, in 1642.

And it came to pass, in the year 5414 [1654] that the Portuguese came back, and from the Hollanders took their lands by force. And God had compassion on his people, and gave it favor and grace in the eyes of the mighty ruler Barreto, who should be favorably remembered, and he caused it to be proclaimed throughout his army that every one of his soldiers should be careful not to wrong or persecute any of the children of Israel, and that if any should wilfully transgress his command his life would be forfeited. And he gave them a specified time within which they could sell their houses and goods at an adequate price and in the most advantageous manner. And he gave permission to our brethren, initiated into the covenant of Abraham (who numbered more than six hundred souls) to return to our country here. And he commanded that if there were not enough of Hollandish ships in the harbor, as many Portuguese ships within his dominion should be given them until a sufficient number should be obtained. And all our people went down into the sea in sixteen ships, and spread sail, and God led them to their destination to this land, and they came to us in peace, except one ship which the Spaniards

⁴ For a reference to this account, though not giving its details, see Jost, *Geschichte der Israeliten, 1500-1815*, VIII, p. 241; Frankel, *Monatsschrift*, for 1863, XII, p. 324; and George A. Kohut, in *Publications of the American Jewish Historical Society*, No. 3, p. 139, and in Simon Wolf's *The American Jew as Patriot, Soldier and Citizen*, p. 452.

captured on the high seas. And God caused a savior to arise unto them, the captain of a French ship, arrayed for battle, and he rescued them from out of the hands of the outlaws who had done violence to them and oppressed them, and he conducted them until they reached the end of the inhabited earth called New Holland, and from there they came here also in peace, into this our camping ground. And none of them was missing, praised be God.

That New Holland in this account meant New Amsterdam is indicated by the fact that New Amsterdam is so described on a map dated 1667, appearing in Valentine's *History of the City of New York* at page 70, and also as a frontispiece to the first volume of the *Ecclesiastical Records of New York*. Other places known as New Holland were Cape Cod, then an English settlement, which was unlikely to have been the destination of the vessel carrying Dutch or Jewish passengers, and also Australia, which was a place too remote for a ship from the neighborhood of Brazil.

Though Mendes' account speaks of the vessel as carrying Jews it does not absolutely indicate that only Jews were on that vessel. Mendes is spoken of as a careful writer, and his account was apparently based on the terms of the capitulation agreement for the surrender of Recife, and on other sources, then well known, describing the return of the Jews from Brazil. It is the first reference we have to the arrival of the Jews in New Amsterdam, aside from the original records in New York.⁴⁷

⁴⁷ For references to the departure of the Jews from Brazil pursuant to the capitulation agreement and the favorable terms of that agreement, as relates to the Jews, see Basnage, *Annals des Provinces Uniés*, à la Hague, 1725, I, p. 362; Southey, *History of Brazil*, London, 1817, II, pp. 240-1; P. M. Netscher, *Les Hollandais au Brésil*, Paris, 1835, p. 103; H. J. Koenen, *Geschiedenis der Joden in Nederland*, Utrecht, 1843, p. 282; I. M. Jost, *Geschichte der Israeliten, 1500-1815*, Berlin, 1828, VIII, p. 241; Isaac DaCosta, *Israel and the Gentiles*, London, 1850, p. 449; E. H. Lindo, *History of the Jews of Spain and Portugal*, London, 1848, p. 346.

Connecting the French vessel mentioned by Mendes as rescuing the Jews from the Spanish pirate, with the vessel bringing the twenty-three Jews to New Amsterdam in 1654, are two facts which appear partly in the Dutch records in New York, only recently (1897) translated as the *Records of New Amsterdam*, and partial extracts from which have hitherto been our source of information regarding the first arrival of the Jews in New York, and partly in manuscript records of New York still unpublished. These two facts are first, that the vessel arriving in New Amsterdam with the Jews in 1654 was commanded and also owned by a Frenchman, and second, that it was a war vessel. Mendes speaks of the captain of a French ship arrayed for battle.

In the third entry in the Dutch records the name of the vessel is so written that it has been read as *St. Catrina*, or the *Catarine* or *Catherine*. This word is not so clearly written in this third entry as to be unambiguous. It is partly rewritten. The letter "h" appears above the first "a" and comparing this change with a like change made in a further record the word appears to have been intended for *Cahrel* or the Dutch of *Charles*. What clearly appears is that in the first record of the name of the vessel and the mention of Jews on it, which has not usually been cited, the name in the original record and also in the recent translation is undoubtedly *St. Charles*.⁴⁸ In the second entry the name no longer appears, the paper being worn away where it occurred. In an agreement by the attorney for the sailors, promising to wait for their pay till word came from Holland, a copy of which is set out in the Appendix, it appears as *St. Cathrie*, but not *Catrine*. The name *St. Charles* also appears in a bill of sale of the vessel which is described as belonging to Captain Symon

⁴⁸ See *Records of New Amsterdam*, I, pp. 240, 241, and MS. Dutch original in City Clerk's office, New York, and a copy in the Appendix.

Felle who apparently had connections with French people.⁴⁹ Felle sold the vessel on November 7, 1654, to James Mills, and the bill of sale has annexed to it a schedule of its belongings, in which the vessel is called the *St. Charles*. In both bill and schedule it is described as a Frigate.⁵⁰ In the schedule the fact appears that the *St. Charles* carried five iron guns, thus stamping its character as a war vessel or privateer.⁵¹

Felle appears in the translated records later as having to do with the Jews, as he was present on April 13, 1656, at Abraham de Lucena's store or cellar during a dispute between Jacob Barsimson and Isaac Israel.⁵² The Israel family was on the *St. Charles* in 1654, as appears from the records, copied in the Appendix.

The record also shows that when the Jews arrived in 1654 Jacques de la Motthe, who is spoken of as the Master of the vessel and not as its captain or owner, presented a petition

⁴⁹ J. H. Innes, in *New Amsterdam and Its People*, N. Y., 1902, p. 150, describes Felle as a native of Dieppe, Normandy. According to the old records, Felle was sued by François la Marquies in October, 1654, to compel security for a draft drawn in April, 1654, by Captain Thomas Dandamie or Dandurne, who had purchased the *St. Charles* from Marquies and given a draft payable at some place in France, and afterwards sold the vessel to Felle. Dandamie having died, Felle, as his successor, was asked to secure the draft or make its payment a mortgage on the barque. See *Records of New Amsterdam*, I, p. 249, and MS. volume in office of City Clerk, N. Y., entitled "Powers of Attorney, &c., 1651-1666." Translation, p. 97.

⁵⁰ See MS. volume, "Powers of Attorney," &c., *supra*, p. 91.

⁵¹ The schedule says: "The Frigate *St. Charles* belonging to Captain Symon Felle is equipped with her running and standing rigging, as she lies at present [Nov. 7, 1654] in the roadstead, and 5 iron guns, 2 main sails, 2 bonnets, 2 foresails, 2 foretop sails, one foretop sail, 1 sprit sail, 2 anchors and cables, 1 copper kettle and iron pot, 13 water casks, 10 sweeps to the Frigate, 2 compasses, 1 red silk flag, 1 white pennant, 1 ditto, ½ white and blue."

⁵² *Records of New Amsterdam*, II, p. 80.

to the court demanding payment for bringing the Jews in, and this petition is described as having been written in French.⁵³ His name is also indicative of a French origin, and his being on the war vessel at the time mentioned by Mendes strengthens, with the other facts appearing, the conclusion that it was the same vessel that was described by Mendes.

What, by implication, is apparently a corroboration of Mendes' reference to the capture of the Dutch vessel by a pirate appears in a publication, already cited, narrating events occurring during its writer's travels at the period we are considering, and referring to the fact that pirates hovered about Recife when the Jews left there. This speaks of a pirate at Barbados about March or April, 1654, with a barque or vessel he had captured from the Dutch near Recife, and who, with his crew, designated as robbers, was ordered to retire from the island.⁵⁴

The Jews having, according to the capitulation agreement, three months' time after January 25, 1654 within which to leave Brazil, would have had until near May to take their departure. The voyage, with its intermediate stoppages caused by their capture by the Spanish pirate ship and by delays at ports for supplies, could readily have taken until the latter part of August or the first part of September.

Another fact also appears to show that the *St. Charles* came from Brazil, as also did the vessel in Mendes' account. This is the presence on board, as appears from the records, of Netherlanders who came over with the Jews. Among these Netherlanders was Domine Johannes Theodorus Polheymus who came from Itamaraca, also known as Tamarca or Tamarica, an island close to Recife, Brazil, and who is spoken of as being on the same ship that brought in the Jews in Sep-

⁵³ *Id.*, I, p. 240, and in Appendix.

⁵⁴ See A. Blet, *Voyage de la France Equinoxiale*, etc., *supra*, pp. 272-3. This vessel, however, is not suggested as being the one referred to by Mendes.

tember, 1654.⁵⁵ This last reference to Polheymus, though already printed in the *Publications of the American Jewish Historical Society*, is, with additions strengthening the conclusions herein drawn, included in the Appendix for better reference in connection with this paper.

There is a reference to Domine Polheymus, or Polhemus as the name is later spelled, having gone through "many difficulties" before reaching New Amsterdam, and an intimation that he was on his way to Holland where his wife was awaiting him, or who reached there before him on another ship, thus inferentially corroborating the account of the piratical capture and his detention with the Jews at some port on the way.⁵⁶ The language used in the letter of March 18, 1655, speaking of him, is: "Meanwhile God led the Domine from Brazil over the Carribean Islands to New Amsterdam." This occurs after saying that the church at Midwout on Long Island was without a minister and was awaiting one to be sent by the Directors from Holland, and shows that he did not start out from Brazil to come to New Netherland.⁵⁷

Though the record speaks of the Jews as having been brought from the West Indies,⁵⁸ this is not conclusive against their having come from Brazil which was also known as part of the West Indies.⁵⁹ The suggestion of the translator of the Dutch *Records of New Amsterdam* that the name appearing in one of the court proceedings, under date of September 14, 1654,⁶⁰ as Gamoniké meant Jamaica, one of the West India

⁵⁵ *Records of New Amsterdam*, I, p. 240, and in Appendix. The record says of de la Motthe: "He verbally declares that the Netherlanders who came over with them [the Jews] are not included in the contract" [for transportation]. See also *Ecclesiastical Records of New York*, I, pp. 330, 335.

⁵⁶ *Id.*, I, p. 339.

⁵⁷ *Id.*, p. 334.

⁵⁸ *Records of N. A.*, I, p. 249.

⁵⁹ See *Ecclesiastical Records of New York*, I, pp. 191, 278, 297, 298.

⁶⁰ *Rec. of N. A.*, I, p. 242, and in Appendix.

Islands, is not borne out by any reference to such a spelling of Jamaica in any of the languages then currently used by travellers or writers.⁶¹ Probably what was meant is Tamarica or Tamarca. The spelling also appears as Tamariké.

The account relating to the first arrivals indicates two different sets of Jews, one that came with de la Motthe and Polheymus,⁶² the latter of whom came from the island of Tamarca, Brazil, where Jews were at that period,⁶³ and which was not far from Recife, and the other that came with Asser Levy and Ricke Nounes,⁶⁴ who were part of the number brought up by the crew. The court in its decision on the claim for transportation treated them all as jointly liable for the cost. They were also all regarded later, in 1655, when the Burgomasters passed their resolution about their departure,

⁶¹ Exactly where Gamoniké was does not appear. The nearest approximation the writer has been able to find to the name is that of a river described as Camonique, which is spoken of as having Flemish or Dutch inhabitants along its banks and as flowing into the Surinam River, the town being about twenty-five leagues higher up. See A. Biet, *Voyage de la France Equinoxiale, supra*, p. 260. This same place is mentioned in Harris's *Voyages, &c.*, London, 1705, II, p. 252, as Kamomioque in 1666. It is possible that some Jews were then in that neighborhood, and among these were Asser Levy and Ricke Nounes, mentioned in the *Records of New Amsterdam* as among the new arrivals in 1654, and that they were taken on board the ship which carried Polhemus and the Jews. The region around Surinam was part of Guiana, and is described in official Dutch documents as in the West Indies. See *Publications of the American Jewish Historical Society*, No. 16, p. 183. Jews were in Cayenne, not far from Surinam, about 1656, and probably before, and are claimed to have been in Surinam from 1650 on when the English took possession. *Id.*, pp. 97-101.

⁶² *Rec. of New Amsterdam*, I, p. 240, and *Ecclesiastical Records*, I, pp. 330, 335.

⁶³ *Publications of the American Jewish Historical Society*, No. 3, pp. 16, 117, and du Tertre, *Histoire Générale des Ant-Isles, supra*, I, pp. 460-2.

⁶⁴ *Rec. of N. A.*, I, pp. 242, 249, 254.

as from the West Indies, though those coming in with Polheymus were known as coming from Tamarca in Brazil.

There can hardly be any doubt also that Polheymus and the Jews stopped at Martinique on their way up to New Amsterdam. This was one of the Carribean islands, to which reference is made in the letter of Megapolensis already referred to. This may possibly also account for the Jews being spoken of as from the West Indies. Du Tertre⁶⁵ speaks of a ship from Tamarca with Netherlanders and Jews stopping at Martinique after the surrender of Recife, and also mentions several Dutch vessels from Tamarca, which seems to have been the point of departure for vessels, and speaks of frigates with Dutch and Jews coming later from the same place.⁶⁶

The Cape St. Anthony mentioned in the *Records of New Amsterdam* as the place from which the twenty-three Jews were brought by de la Motthe is claimed to have been the cape of that name in Cuba. The arguments advanced in support of that theory by a writer in an earlier volume of these *Publications* and before the knowledge of the new data presented herein⁶⁷ are quite plausible and possibly consistent with the fact, except as otherwise herein pointed out, but are based to a great extent on the theory that the Jews came from or via Jamaica, but without any evidence of their presence there as a recognized body, in 1654. The name Gamoniké is accepted as that of Jamaica, though this has not been proven as correct. They are also based on the fact that other records near the period in question speak of Cape St. Anthony in Cuba in connection with matters in New Amsterdam, and on the claim that that cape was so prominent that no other cape of the same name could have been meant. It is also

⁶⁵ *Histoire Générale, supra*, I, pp. 460-2.

⁶⁶ *Id.*

⁶⁷ Leon Hühner, "Whence Came the First Jewish Settlers of New York," *Publications of the American Jewish Historical Society*, No. 9, pp. 75 *et seq.*

asserted that Cape St. Anthony near Bahia could not have been meant, as the Jews, it is urged, would not have resided there because of the Inquisition.

Regarding these arguments it may be said that Cape St. Anthony is not spoken of in the record in connection with Gamoniké or the West Indies, though one of the further entries speaks of the crew bringing in the Jews from the West Indies, which is only referred to as a general term, and may have been intended also to include parts of Brazil or the region around Guiana, both also known, as shown, as in the West Indies. West India islands are not spoken of in the records, and if the Jews came from the cape in Cuba the reference would no doubt have been made to them as from that island. The authorities cited in support of the theory of the Cuban cape generally mention Cuba in connection with the cape, while no such mention appears in the records we are considering. Just before the Jews arrived, the Dutch possessions in Brazil were very much in the public eye in connection with the struggle with the Portuguese, and a reference to Cape St. Anthony near Bahia could very well have been understood by the Dutch, in speaking of the Jews known to have come from Brazil, as referring to the Brazilian cape. This cape is shown prominently on maps of the period, both of the whole of South America and also of Brazil.⁶⁸

The Dutch had attempted to wrest Bahia from the Portuguese and were therefore familiar with the Cape St. Anthony near there. It was then one of the prominent points on the coast and must have been well known at the time to navigators.

That Jews were in Bahia at this time, notwithstanding the existence of the Inquisition, is shown by a reference to them

⁶⁸ See Caspar Barlaeus, *Brazilianische Geschichte*, Cleve, 1659, map facing p. 568; Blaeu's *Atlas*, Amsterdam, 1650 and 1658, and Joanis Jansonii, *Atlas Minor*, 1648, and *Atlas Major*, 1657-61, Vol. VIII. All at Lenox Library.

as then there and their joining Aboab and others on the departure from Brazil, in 1654.⁶⁹

The argument, therefore, against the probability of their residing in Bahia, or against the probability of their leaving that place, in view of the existence there of the Inquisition, is not wholly tenable. In addition, it should be noted that, under the terms of the capitulation agreement, the Jews were promised safe conduct, and even if not theretofore openly professing their religion, could acknowledge themselves and leave the country, from Bahia or elsewhere.

Part of Recife was called St. Anthony. There was a fort of that name there.^{69a} The word "Recife" in Portuguese means "reef." An old writer speaks of the passageway of the Recife of St. Anthony.^{69b} Possibly this is what was meant by de la Motthe in speaking of Cape St. Anthony. A reef, like a cape, is also a projection of land. Jews, as stated, were in Recife.

Another fact strongly militating against the Cape St. Anthony being the one in Cuba, is the charge made for the carriage of the twenty-three people to New Amsterdam. This, according to the record, was 2,500 guilders.⁷⁰ We have also in another record of the same period, already quoted at the beginning of this paper, a memorandum of a charge of only thirty-six guilders a person for freight and board from Holland, a much longer distance. The twenty-three included women and children, and the charge would naturally be less for the children and probably for the women. At the rate of thirty-six guilders each, even without a reduction for children, the charge would not have amounted to 900 guilders in all,

⁶⁹ See *Publications of the American Jewish Historical Society*, No. 2, p. 75; Kayserling, *Die Juden in Portugal*, p. 296; Rev. Dr. Marcus Jastrow, in *Young Israel*, N. Y., 1871, Vol. I, p. 211.

^{69a} See *Accoord van Brasilien*, *supra*.

^{69b} Pierre Moreau, *Histoire des Derniers Troubles du Brésil*, Paris, 1651, p. 5. At Lenox Library.

⁷⁰ *Records of New Amsterdam*, I, p. 240, and Appendix I.

instead of 2,500, a fair charge for the longer voyage from Cape St. Anthony in Brazil. The difference would not have been charged for the carriage of the goods, as their value, judging from the amount realized at the sale, did not, by several hundred guilders, equal the amount still due after a partial payment of 900 guilders made before arrival. It is not against the probabilities that the Spanish pirate's prize was taken either to the Cape St. Anthony near Bahia, or was captured near Recife of St. Anthony, and that the Jews were at one of these places rescued by the French privateer or frigate and the contract made for their carriage to New Amsterdam, which was known as a Dutch settlement and to which they and the Netherlanders with them would naturally have desired to go if their rescuer was not prepared to go to Holland. As the charge would have been an excessive one from the Cuban cape, it would no doubt have been urged as a defence despite the contract, as being made under duress.

The printed translation of the letter of Domine Megapolensis to the Classis of Amsterdam, dated March 18, 1655, appearing in the *Ecclesiastical Records of New York*, speaks of the newly arrived Jews being refused assistance by the Jewish merchants and that the deaconry was compelled to help them. Even as the letter is printed in translated form the language is such that a second reading, in the light of the facts presented in this paper, gives a different aspect to the statements than that which strikes a reader at a first glance. This new view is that the help was extended by the deaconry to the Jews before the arrival of the few who came in the spring, namely, Dandrada, de Ferera and de Lucena, and that there were no Jews other than Barsimson here to give help when the new-comers arrived. Nowhere does it appear that there were many Jews in New Amsterdam before the twenty-three arrived. We know of only one, Barsimson. Stuyvesant's letter of September 22, 1654, almost proves

that there were none, and if there had been many and they were wealthy we can reasonably assume that from the very nature of things the Burgomasters and Schepens would have imposed upon them the care of their brethren, or that their brethren themselves would, for their own good name, have provided means to prevent them from becoming a public charge. It was the fear that they would become a charge that led to Stuyvesant's protest, acting upon the advice of the deaconry, and not alone the fact that they were Jews. Coming to New Amsterdam under the circumstances as they did, with other Netherlands, or practically forced to come here, they had a right to expect to be supported, if without means, and without many or any of their coreligionists in the country, until they could hear from their friends in Holland. That they had no one to help them in New Amsterdam is shown by the fact that they were given the opportunity soon after their arrival to write to Holland for a remittance, and that proceedings against them on the claim of the crew for transportation was suspended until word could come from abroad.ⁿ As the Jews considered themselves Dutch subjects, having been so treated in Brazil and even in Holland whence many came, they were entitled to ask for support from the authorities in New Amsterdam in the absence of provision by their own people. It certainly could not have been expected that Barsimson should support twenty-three people during the winter, or even a lesser number who may possibly have remained there at the time, seeing that his own passage to New Amsterdam had not been paid for when he left Holland. The statement in the letter of Megapolensis that "it would have been proper that they should have been supported by their own people," as given in the translation, undoubtedly refers to the Jews of Holland, who could not have been heard from so quickly and who probably did not hear of the

ⁿ *Rec. of N. A.*, I, p. 259, and in Appendix.

arrival until many months later. The petition of the Holland Jews, already set out, also shows that they had been helping their brethren driven from Brazil, and that, if aware of the plight of those in New Amsterdam, they would not have refused necessary assistance.

The reference in the printed translation to Megapolensis directing the new arrivals to the Jewish merchants and that these refused to lend them even a few stivers, is not borne out by a comparison with the Dutch original. Through the courtesy of Rev. Dr. E. T. Corwin, the editor of the *Ecclesiastical Records of New York*, herein cited, who, however, did not make the translation of this particular letter but stated to the writer that he accepted the one made over fifty years ago, found by him among the archives of his church, the present writer was afforded the opportunity of examining at the Sage Library in New Brunswick, New Jersey, where the archives of the General Synod of the Reformed Dutch Church in America are kept, the Dutch original of the letter of Megapolensis, and found that the word translated as "merchants" should have been translated "merchant," and that the word "they" following and referring thereto should have been translated "he." The original is clearly written "koopman" and "hij." The error arose through a misreading. The word "koopman" was originally written "kooplieden," meaning "merchants," and the last part of it, "lieden," the plural form, was struck out and "man," the singular, written above, in the same handwriting, showing that the writer of the letter found he had erroneously written merchants instead of merchant. The word "hij" or "he" was not altered. In other particulars, slight, though unimportant variations from the original exist in the translation, and it has been deemed well to give in the Appendix a revised version of the parts relating to the Jews, adding a portion of the Dutch as a foot note, for purposes of comparison. A photograph of the whole letter has been filed with the American

Jewish Historical Society. The new reading therefore makes the statement appear that when Megapolensis referred the newcomers to the Jewish merchant they said he would not lend them a single stiver. There is no statement as to how many of the twenty-three were refused, and, as already pointed out, Barsimson, apparently the only Jew then in New Amsterdam beside the twenty-three, was not in a position to help, being himself poor and certainly not with means to support twenty-three. Those mentioned as coming in the previous summer are referred to simply as coming in order to trade and not to reside in the city. Dandrada, de Lucena and de Ferera, according to the records, had only arrived about the end of February, Joseph d'Acosta and Jacob Cohen Henriques coming later, and the help of the deaconry had already been extended before the arrival of the first three. So that the reference to the refusal to lend a stiver could not have been to any of those named, and we have no mention of other merchants in a position to help. We can conclude that there was considerable exaggeration in the statement, and that it was made for effect to emphasize the charity extended to the Jews by the deaconry, the overseers of the poor, during the winter months when no other means of assistance was at hand. The direction in the letter of the Holland Directors that the Jews could live and trade in the new country, provided the poor among them should be taken care of by themselves, following here also the language of the petitioners, was intended as an answer to Stuyvesant's remark as to the fear that the deaconry would be obliged to take them under their charge, and was not made in view of their outlays for that purpose. It was intended to relieve the deaconry of that burden. How well the Jews have observed the condition ever since, all the world knows."²

²The writer endeavored to ascertain the whereabouts of the deacons' records for 1654 and 1655 showing the payments mentioned in Megapolensis' letter, so as to thus get at the names of

Solomon Pietersen, described as a Jew, is noted in the court proceedings at the first hearing in September, 1654, as speaking for the Jews. In the original record the name appears as Pieters, and in further entries also as Pieters and Piers. He was apparently among the Jews who came on the *St. Charles* and familiar with the facts in connection with their number and payments made by them on account of the freight charge. He later represented Ricke Nunes in her suit against Asser Levy, and also acted as spokesman for the Jews in obtaining an extension of time from the sailors on their claim. He does not appear again after this, unless he was identical with Solomon Pietersen La Chair, the notary, who apparently was not a Jew.

A short sketch of some of the lawsuits and of other matters in which the Jews are mentioned in the old records of New York, and which have not heretofore been referred to or commented upon, will conclude this paper. These records show, among other things, the activity of the Jews in the importation of goods from abroad and in trading in the colony, and give point to the reference to their value for those purposes in a young colony, made by the petitioners for their settlement here.

It will be noticed that the petition of April 20, 1657, relating to burgher certificates, being the last petition showing a united action by the Jews in the colony, is not signed by David de Ferera who had signed a number of the other petitions and who was among the first of the merchants

the Jewish passengers on the *St. Charles*. An examination for this purpose was made on his behalf by Rev. Dr. E. T. Corwin, already mentioned (to whom thanks are due for many courtesies), of the old records extant among the archives of the Treasurer of the Collegiate Dutch Reformed Church in America, where such records would be, if preserved, and it was found that the records of payments of this nature do not exist prior to 1673-4, when the Dutch recaptured New York. Compare *supra*, p. 26.

arriving in the spring of 1655. In 1657 he had already probably left New Amsterdam, though he appears there some time later after being mentioned as at South River. Just previous to the receipt of the West India Company's letter of June 14, 1656, which no doubt arrived in the latter part of July or early in August, de Ferera had been subjected to great indignities because of his alleged discourteous treatment of a bailiff under Schout Nicasiaus de Sille and of a violation, through ignorance, of a technical point of law. For this he had been imprisoned under a charge of contempt of justice. Many pages of the court minutes in the *Records of New Amsterdam* and also of the manuscript records at Albany are devoted to the proceedings in the case. All the documents in it, except the answer of de Ferera to the complaint against him, in which he protested his innocence, are given in full in the records, indicating that the case was considered of great importance. These records are set out in the Appendix hereto."

"DeFerera had commenced suit on October 18, 1655, against Adrian Keyser for the payment of a debt. After many hearings and postponements the debt was ordered paid, and deFerera authorized on February 24, 1656, to dispose of certain of the defendant's goods held as security. Before a sale could be made another creditor of Keyser appeared, and on March 15, 1656, demanded the right to take possession of the goods on payment of deFerera's claim. DeFerera was then ordered to deliver the goods upon payment in beaver skins, but a dispute arising as to quality he demanded payment in zeewant, then current as money. The court then, on March 19, directed a deposit of the beavers with the bailiff, Dirck van Schelluyne, and ordered deFerera to deliver the goods to him and receive the skins. Complying with this order the goods were delivered at the bailiff's house in the latter's absence elsewhere on business, to which place deFerera repaired and requested payment. This the bailiff said he would make the following day, though the goods had been delivered to him and he had the beavers in his possession for the purpose of satisfying the claim. This was not satisfactory to deFerera, who no doubt had in mind the long delay to which he had already

No other case is reported in such full detail in the minutes, and the record impliedly shows the prejudice of the inferior magistrates against the Jews, as intimated in Stuyvesant's first letter, and the lengths it led them while acting as judges. To the credit of Stuyvesant, who did not hear the case in the first instance, it should be said that he did not coincide with

been subjected, and the probable further delay if the goods were left unpaid for, and he thereupon called again at the bailiff's house, with a cart, and notwithstanding the bailiff's admonition and protest removed the goods he had left, which were all in a chest as pledged to him originally as security. The bailiff thereupon lodged a complaint against deFerera and the court ordered the goods taken away to be returned. The Schout, Nicasius deSille, then came in and made a new complaint, claiming that deFerera, who could not speak Dutch, had used hasty words to the bailiff in Hebrew in the presence of those who understood the language, and for this and the refusal to leave the goods without immediate payment, caused him to be haled before the Burgomasters and Schepens on July 3 for contempt of justice. Bail was refused, though offered by d'Acosta, and at the insistence of the Schout he was kept in durance vile for nearly a month, being released only towards the end of July. He had appealed to the Director General and Council after various hearings before the Burgomasters and Schepens sitting as the Inferior Court of Justice, denying any intention of offense, and afterwards, probably on the advice of d'Acosta, withdrawing his appeal, claiming that, if in fault, the fault was committed through ignorance of the Dutch laws, customs and language, agreeing not to prosecute his appeal, but to place himself and his poor condition, as he expressed it, at the merciful discretion and commiseration of the Council and Director, requesting them "to remit the all too heavily imposed fine, or at least to lighten it to such an extent that he could bear it and consequently be able to be discharged from his long incarceration." This resulted in an arbitration ordered by Stuyvesant on the following day, when the arbitrators met and decided upon their award imposing a bearable fine. See full record in the Appendix. For the proceedings in the suit of de Ferera against Adrian Keyser, see *Records of New Amsterdam*, I, pp. 376, 385; II, pp. 22, 32, 38, 42, 97.

their views. On an appeal to him by the defendant after a severe decision against him, he ordered an immediate submission of the whole matter to arbitration, as the most satisfactory solution of the controversy which no doubt then commanded much attention. After his long imprisonment in the city jail, de Ferera was willing to enter into this arrangement, with Joseph d'Acosta as his representative. It probably needed all the influence of d'Acosta, one of the principal shareholders of the Dutch West India Company, who acted as interpreter in the case, de Ferera not understanding Dutch, and no doubt also the fear of a reprimand from the Directors abroad, to bring about the settlement by arbitration. By this de Ferera was compelled to pay about 180 guilders which included costs and other expenses, to be relieved from his further imprisonment and obtain a remission of the fine of 800 guilders and costs imposed upon him, the skins, as a sop, being ordered to be delivered to him, and the rest of the Schout's demands being dismissed. The Schout, although the alleged contempt had not been committed in his presence or against his office directly, had insisted upon the extreme penalty, fine, imprisonment, whipping at a stake, and banishment, for what seems to us a comparatively trivial offense in a matter involving only five beaver skins of the value of a few guilders and after the court had originally ordered a retaking of the goods removed by de Ferera, which would naturally seem to have ended the case. It is curious to read of the votes given by each of the Burgomasters and the several Schepens who sat at the hearings, and how they differed as to the degree of punishment while all but one agreed as to some penalty, and of their proposed division of the fine between the Schout, the poor and the city. Judging from his statement that he was ignorant of Dutch customs, laws and language, and also from his name, de Ferera probably came from the city of Ferera in Italy.

After the settlement, de Ferera apparently went to the

South River, as we find mention of him in various lawsuits and agreements in Maryland records. In one of these a note is made that, shortly after the events above mentioned, he had received seven months' medical attendance at the hands of Dr. Jacob Lumbrozo, a Jewish physician, who probably knew of him in New Amsterdam.⁷⁴

He appears again in the *Records of New Amsterdam* under date of June, 1658, in a suit relating to tobacco imported from Virginia,⁷⁵ and again on September 2, 1659, also in connection with the sale of some tobacco.⁷⁶

De Ferera, as already shown, was in New Amsterdam in March, 1655, when he hired a house in Pearl Street from Harman Douwes or Douwessen and Claes Jansen Ruijter's

⁷⁴ *Publications of the American Jewish Historical Society*, No. 1, p. 28, citing *Records of the Provincial Court, Maryland, 1658-1662* (MS.), fol. 136. See also *Archives of Maryland, Provincial Court, 1649/1650-1657*, pp. 473, 475, 478, 480, 483, 491, 510, 511, containing entries mentioning deFerera between January 13, 1657, and May 18, 1657. In the last item, a bill of sale by deFerera, Jacob Lumbrozo appears as a witness. This witness has been treated of by Dr. J. H. Hollander in No. 1 of the *Publications of the American Jewish Historical Society*, pp. 25 *et seq.* Some doubt was expressed as to deFerera being a Jew, as he is not mentioned as such in the Maryland records. His mention in the New Amsterdam records fixes his identity with the one of that name in Maryland at about the same period. The South River of New Netherland was in the neighborhood of Maryland, and in the records of the *Provincial Court, supra*, p. 293, it is spoken of in September, 1653, as in "Annarundell County." The Lumbrozo treated of by Dr. Hollander possibly came from New Amsterdam, and was presumably among the Jews who came on the *St. Charles* in September, 1654. On that ship, as appears from the records, reprinted in the Appendix, was a Moses Ambrosius, described as one of the principal debtors held for payment of the Master's claim for freight. The name Ambrosius was possibly a misspelling for or was misunderstood by the scrivener in copying the name of Lumbrosio or Lumbrozo.

⁷⁵ *Rec. of N. A.*, II, p. 401.

⁷⁶ *Id.*, III, p. 34.

wife Pietertje Jans. The lease was dated April 15, 1655, but the term began on March 8 of that year. Under it he deposited with the lessors 600 guilders as security for the rent, 400 of which was repayable at the expiration of six months after the date of the lease, and the remainder was to be applied to pay the rent for one year. On June 26, 1656, he is noted in the records as suing the lessors for the return of the 400 guilders, in elk hides, in accordance with the terms of the lease, which the defendants claimed they could not then supply. They offered zeewant which de Ferera declined to accept, probably because of its lower marketable value. The defendants were ordered to pay within three weeks, according to their obligation." This case was determined just before the commencement of the contempt proceedings against him.

He also acted as agent for Moses da Silva, a merchant of Amsterdam, a copy of whose petition to the Holland Directors, taken from the Albany archives, dated August, 1656, but referring to events prior to May, 1655, is set out in the Appendix. It related to the failure to properly deliver certain consigned goods, which had involved de Ferera in a lawsuit against Peter Dircksen Waterhont, the skipper of the *New Amsterdam* bringing them to New Netherland."

A letter of the Holland Directors to Stuyvesant, dated November 16, 1656, enclosing a copy of da Silva's petition, is also given in the Appendix. It directs the carrying out of the judgment obtained in da Silva's favor against the fiscal van Tienhoven, to whose official custody the goods had been wrongly delivered at the Company's warehouse. He had failed to comply with the judgment recovered on da Silva's behalf. Van Tienhoven was dismissed from office in disgrace and later

"*Id.*, II, pp. 118, 122.

"See also *Rec. of N. A.*, I, p. 376, and II, p. 13, as to the Waterhont suit, and, on appeal, *Cal. of N. Y. Hist. MSS.*, Dutch, pp. 157, 158, annulling an attachment against deFerera.

disappeared. He is the same man who is noted early in this paper as bringing before the Burgomasters and Schepens the resolution requiring the Jews to leave the colony.

Abraham de Lucena appears in the records under date of April 19, 1655, in a suit with Samuel Scarlett involving the expense of weighing tobacco purchased by him.⁷⁹ On May 5 of the same year he appears with David de Ferera and Salvador Dandrada in another suit relating to a dispute with the skipper of the *Great Christopher* as to the payment of freight on goods imported from Holland, de Lucena also claiming that part of his goods was lost or stolen.⁸⁰ A reference to him under date of March 1, 1655, in connection with keeping open store during the sermon has already been given. In addition to other references to him he appears in 1656 as the lessee of Rutger Jacobsen's house.⁸¹ A mention of him in connection with the same house appears under date of January 17, 1662.⁸² Under date of March 20, 1656, he is mentioned as engaged again in a suit with Samuel Scarlett regarding the weight and quality of certain hides he had purchased, the decision being against him. In June, 1660, he appears in a suit against Romeyn Serveyn to recover a debt, and at the same time to defend his wife's honor which had been aspersed by the defendant. On the order of the court the defendant retracted his slanderous remarks.⁸³ Under date of November 17, 1662, his name occurs for the last time in a record stating that he was being pressed for payment for his burgher right

⁷⁹ *Rec. of N. A.*, I, pp. 306-7.

⁸⁰ *Id.*, p. 313.

⁸¹ See MS. volume in City Clerk's office, N. Y., entitled "Mortgages, &c., of New Amsterdam, 1654-1660," p. 43. According to the same record, Jacobsen had acquired the house from Augustyn Heermans, May 11, 1655, and the latter had purchased it in 1651 from Teunis Nyssen, who obtained his title from Gov. Kieft in 1647. This helps to identify its location.

⁸² *Rec. of N. A.*, IV, p. 9.

⁸³ *Id.*, II, pp. 66-67; III, pp. 166, 168.

[for the year]; that he was doing no business, and had come here in order to go to Holland, but would pay if he remained. The Burgomasters agreed to excuse him for the time.⁸⁴

Moses de Lucena, probably a brother, we find in October, 1657, acting as translator of a Spanish document, with Joseph d'Acosta.⁸⁵ In April, 1660, he was complained of for fighting with Jan Jansen of Rotterdam, and both parties were ordered to pay two pounds Flemish as a fine. He claimed that he had only defended himself after being attacked.⁸⁶ He will be mentioned further on as a sworn butcher with Asser Levy in 1660.

Jacob de Lucena, a son or brother of one of the other Luce-nas, was in New Amsterdam in 1656. He stated in 1678 that he had then been in the colony upwards of twenty-two years, had done trading for himself for eight years and had served an apprenticeship.⁸⁷

Joseph d'Acosta appears as late as April 13, 1660, in a suit to recover a debt due him,⁸⁸ and a few months later, or on June 30, 1660, was authorized to proceed to the recovery of a judgment against Jean Adriensen Duyvelant.⁸⁹ Previously he had appeared on August 12, 1658, before the Burgomasters complaining that he and his nation had been abused by Gry-tie Maas when he presented his account for certain goods sold to her by Jacob Cohen, whose name appears there for the last time in the records. She was compelled to apologize.⁹⁰ In August, 1657, he acted as translator from Spanish into Dutch of a long deposition of Jean Gallardo.^{90a} In this de-

⁸⁴ *Minutes of the Orphanmaster's Court*, N. Y., 1907, II, p. 18.

⁸⁵ *Docs. rel. to Col. Hist. of N. Y.*, II, p. 42.

⁸⁶ *Rec. of N. A.*, III, pp. 158, 163.

⁸⁷ See *Publications of the American Jewish Historical Society*, No. 3, p. 77, citing *Translation of N. Y. Col. MSS.*, VI, p. 85.

⁸⁸ *Rec. of N. A.*, III, pp. 154, 157.

⁸⁹ *Cal. N. Y. Hist. MSS.*, Dutch, p. 214.

⁹⁰ *Rec. of N. A.*, II, pp. 416, 419, 424.

^{90a} *Docs. rel. to Col. Hist. of N. Y.*, II, pp. 35, 39.

position Abraham de Lucena's name is mentioned as a witness to a certain translation. In 1658 he was represented by Asser Levy as his attorney in a suit at Albany, which will be referred to in speaking of Levy.

Jacob Cohen had a long litigation with Peter Montfort and Jan Jansen and Jan Corneilsen, beginning February 28, 1656, for the possession of a canoe purchased by Cohen and claimed by Montfort. The record gives the details of a number of hearings. The defendants' witnesses were unwilling to swear to their testimony, and the minutes stop short of a decision which apparently would have been in Cohen's favor.⁹¹

Cohen figures in some litigation in January, 1658, relative to shipments of tobacco.⁹² In the original record mention is made of his wife, though not by name. Previously, on December 23, 1655, he gave a bond with Salvador Dandrada, signing his name Jacob Cohen Henriques, in relation to some seized tobacco about to be sent to Holland.⁹³ The last mention of him is under date of August 12, 1658, as already stated. There, a reference is made to the fact that he had departed from the colony.

Elias Silva appears as a defendant under date of March 27, 1656, with Jacob Cohen as his interpreter, in a case in which he positively denied the charge against him. The case does not appear to have come to any trial.⁹⁴ He was probably a brother or son of Moses da Silva, already mentioned.

Jacob Barsimson entered suit against the skipper of the *Peartree*, or his attorney Allard Anthony, for the loss of certain goods he claimed as his property and which had been removed, as he alleged, without his consent, by a fellow-passenger. The court decided in his favor, September 25, 1656,⁹⁵

⁹¹ *Rec. of N. A.*, II, pp. 47, 61, 67, 74, 83.

⁹² *Cal. of N. Y. Hist. MSS.*, Dutch, p. 188.

⁹³ *Id.*, pp. 156, 157, and *Publications of the American Jewish Historical Society*, No. 2, p. 80.

⁹⁴ *Rec. of N. A.*, II, p. 76.

⁹⁵ *Id.*, II, pp. 173-4.

but on an appeal by Anthony to the Director and Council the decision was reversed January 30, 1657, on the ground that no proof existed that the passenger taking the goods did not own the same, both parties having common access to the trunk in which they were contained, and Barsimson's ownership not being established except through his own testimony alone.⁹⁶ He appears on January 29, 1659, to have recovered a judgment against Warner Wessels, which was appealed by the latter to the Director and Council and Barsimson was ordered to appear in its support on March 20. No reference to this case appears in the *Records of New Amsterdam*. It related to a sale of tobacco.⁹⁷

The cases against Jacob Barsimson, under date of June 3, 1658, when, though absent on the return day of the summons to appear in court, no default was allowed to be entered against him "as he was summoned on his Sabbath," have already been noted.⁹⁸ In this connection it may be mentioned that in the grant of liberties and exemption to the Jews in the colony at Pomeroon in the Essequibo district, already referred to, in existence about this period, provision was made in the same line for their protection.⁹⁹

Barsimson is also mentioned in a suit in January, 1656, against Maryn Luyckersen arising from a barter, wherein he delivered twelve pair of shoes and one beaver, for which the defendant was to get for him from the North some butter at the rate of ten pounds for one pair of shoes, and on failure to comply with his agreement suit was brought and judgment given in Barsimson's favor.¹⁰⁰

⁹⁶ *N. Y. Col. MSS.*, VIII, pp. 439-441.

⁹⁷ *N. Y. Col. MSS.*, XVI, Part 4, p. 9. See also Appendix VIII.

⁹⁸ Adrian Keyser against Jacob Barsimson, and Storm Alberzen against Jacob Barsimson, *Rec. of N. A.*, II, pp. 396, 397.

⁹⁹ See *Publications of the American Jewish Historical Society*, No. 16, p. 176, and No. 17, p. 59.

¹⁰⁰ *Rec. of N. A.*, II, pp. 2, 8, 9.

A David Machoro appears under date of July, 1662, as a witness in a case.¹⁰¹ He was no doubt related to the family of that name prominent among the Jews in Brazil, mentioned by Rev. George A. Kohut, citing de Barrios.¹⁰²

Under date of July 24, 1664, mention is made of an Abraham Israel de Pyse, as a Jew, and his son, probably meaning Abraham Israel of the city of Pisa, Italy. They were witnesses in a suit.¹⁰³

Asser Levy represented Joseph d'Acosta as attorney in fact in a suit at Albany in 1658 against a debtor to recover a debt incurred in Brazil, and in answer to the latter's defence that he was compelled to flee the country on its fall Levy showed that payment had been ordered by a judgment of the court in Recife a year prior to the surrender. A decision was accordingly given in his favor. A copy of this record from the MS. volume in the Albany County Clerk's office is given in the

¹⁰¹ See *Minutes of Orphanmaster's Court*, *supra*, II, p. 18.

¹⁰² *Publications of the American Jewish Historical Society*, No. 3, pp. 107, 108.

¹⁰³ *Rec. of N. A.*, V, p. 96.

This man is no doubt identical with Abraham Israel de Pisa or Piso, mentioned as the "gold finding Jew" of Jamaica, in the article on "The Jews in the British West Indies," by Dr. Herbert Friedenwald, in *Publications of the American Jewish Historical Society*, No. 5, pp. 48, 58 and 69. See also *Id.*, pp. 90 and 91. He, with Abraham Cohen of Amsterdam, received letters of denization from Charles II, March 5, 1662-3, and a commission, with Sir William Davidson, to discover and work a gold mine in Jamaica on shares with the King. This commission appears in the British Museum Add. Egerton MSS., No. 2551, fol. 152^b to 158^b, and a copy has been obtained for publication. In the body, the name is always spoken of as Abraham Israel, the words "de Piso" occurring only at the commencement of the document. It is possible he is identical with the Abraham Israel who, as already noted, was on the *St. Charles* in 1654. His appearance in Jamaica in 1663, or even a few years before, is not, however, indicative of his having come from there in 1654.

Appendix. In the same volume at p. 353, is to be found a deposition by Levy, relating to the loss of a number of barrels of brandy, as to which he gave testimony as a witness in a suit. Memoranda of other cases to recover payment of debts brought by him in 1658 appear in the same volume. He also in 1659 represented Abraham Cohen, of Amsterdam, who as already shown, was later a shareholder of the West India Company. A copy of the record of the bond by C. J. Pluivier to Levy as agent for Cohen is given in the Appendix. On this bond a suit was brought in 1662, as appears in *Records of New Amsterdam*, IV, p. 73.

He appears on February 24, 1664, shortly before the surrender of New Amsterdam to the English, as contributing the sum of 100 guilders towards a loan for strengthening the fortifications.¹⁰⁴ He and Jacob Israel are the only Jews whose names are found signed to the oath of allegiance to the English government after the surrender.¹⁰⁵ He appears in the records after 1660 as the only Jewish litigant, being as a rule the plaintiff and suing to recover a debt. His prominence in the Jewish community apparently began only in 1657, the other Jews of before that date, named herein, being the leading merchants. In addition to his trading he also acted as a butcher, being sworn in as such with Moses Lucena and others in October, 1660, when he was excused from slaughtering hogs. The record says these two took the oath which the Jews are accustomed to take.¹⁰⁶ Later, in November, 1662, he, with Egbert Meindersen, asked for an increase of the compensation allowed for the work, and this was granted.¹⁰⁷ He acted in this capacity to enable the Jews to properly observe their dietary laws.

Further references to Asser Levy appear elsewhere in the

¹⁰⁴ *Id.*, V, p. 31.

¹⁰⁵ *Docs. rel. to Col. Hist. of N. Y.*, III, pp. 75, 76.

¹⁰⁶ *Rec. of N. A.*, VII, pp. 258, 261.

¹⁰⁷ *Minutes of Orphanmaster's Court, supra*, II, p. 165.

Publications.¹⁰⁸ These bring his history down to his death. One of them makes a reference to a conveyance to him by the widow of Jan Nagle, June 8, 1652, of a house and lot on Hoogh, or Stone Street, running through to South William Street, and in June, 1663, of another house and lot by Wessel Eversen on the same street.¹⁰⁹

The statement in *Publications of the American Jewish Historical Society*, No. 8, pp. 16-17, that besides these two lots Levy acquired additional land on South William Street and two lots which became subsequently the site of the Jewish synagogue on Mill Street is based upon what appears in Daly's *Settlement of the Jews in North America*, p. 32, which inferred that the conveyance from Eversen was the site of the synagogue and which does not specify these as in addition to the Nagle and Eversen lots. The statement therefore that Levy acquired two additional lots requires to be modified. Daly mentions the property acquired as adjacent to that owned by Daniel Joghimsen. This is the property mentioned in the deed from Eversen which refers to the Joghimsen lot. Joghimsen was not a Jew, as suggested by Judge Daly.¹¹⁰

¹⁰⁸ See *Publications of the American Jewish Historical Society*, No. 3, "An Early Ownership of Real Estate in Albany, N. Y., by a Jewish Trader," by Hon. S. W. Rosendale, and *Publications of the American Jewish Historical Society*, No. 8, "Asser Levy, a Noted Jewish Burgher, of New Amsterdam," by Leon Hühner.

¹⁰⁹ See Valentine's *Manual* for 1865, pp. 691 and 701, for description of property, taken from the original records in the City Clerk's office. See also *Manual* for 1857, p. 498, for location of property on reconstructed map and reproduction by H. D. Taylor, in 1897.

¹¹⁰ A further mention of Levy appears in the volume in the City Clerk's office, N. Y., entitled "Mortgages," &c., 1654-1660, p. 84, in connection with a mortgage given to him by Dierckje Hermans, wife of Jan Mertens, of Fort Orange, in the Beaverwyck, dated April 12, 1658, to secure the payment of 176 guilders in beavers, at 8 guilders a beaver skin, for merchandize sold her. Another reference to Levy in 1662 is set out in Appendix XII.

Isaac Mesa or Meza seems to have been engaged in 1657 in trade at the South River.¹¹¹ His appeal from a judgment of the Vice-Director there, as found in the Albany records, together with other papers relating to the case, has been treated of by Dr. A. S. W. Rosenbach, in an earlier volume of the *Publications of the American Jewish Historical Society*.¹¹² The name printed there as Isaiah Mesa should, according to the original Dutch record, be Isaac Mesa. He is no doubt identical with one of the same name who appears in 1669 to have been a member of the Jewish community in Surinam and who in 1677, under the name printed as Mera, was ready to leave that place as a British subject to go to Jamaica.¹¹³

Judicq de Mereda is mentioned as on the *St. Charles* in September, 1654.^{113a} This name, given as J. De Merode, was found by the writer among the MSS. in the Historical Society of Pennsylvania, already referred to, in connection with a resolution of the States-General relating to Brazil matters, under date of February, 1663, in treating of the settlement of disputes with Portugal arising out of the reconquest in 1654.

Joshua Mordekey EnRiques has been mentioned as shipping goods from Curaçao to New Netherland in December, 1656.^{113b} The original record, listed among the *Curaçao Papers* in the *Calendar*, does not confirm this. The document, which is a mixture of Spanish and Portuguese, gives the date as January 1, 1656, and mentions no place nor any other name than EnRiques. It apparently is a list of articles left by EnRiques, without any other indication regarding it.^{113c}

¹¹¹ *Cal. N. Y. Hist. MSS.*, Dutch, p. 186.

¹¹² *Publications of the American Jewish Historical Society*, No. 5, pp. 193-4.

¹¹³ *Id.*, No. 16, p. 145, and No. 6, p. 17.

^{113a} See *Records of New Amsterdam*, I, p. 241, and Appendix I.

^{113b} *Publications of the American Jewish Historical Society*, No. 10, p. 61, citing *MSS. Translation of Dutch Records*, XII, p. 99.

^{113c} See *N. Y. Col. MSS.*, Vol. XVII, p. 37. It is headed: "Memoria Deloque Dexo el sñr josua emordahay em riques el primer

A new name, not heretofore noted or appearing in the printed records, Joseph Frances, a Jewish merchant residing in New Amsterdam about 1660, is taken from the MS. Dutch copy of the letter of the Holland Directors to Stuyvesant, dated April 16, 1663, already quoted from. That letter was not printed in full.¹⁴⁴ The reference to Frances reads as follows:

Joseph Frances, Jewish merchant, who has resided there some time has informed us that in the year 1660 he made a sale to the Secretary van Ruyven for account of the Company, payable partly in zeewant and partly in beavers during the business season, and as it has not yet been followed by payment, he therefore asks us to write to your Honors so that he may obtain his payment out of the first receipts there in the country. Which, if it is as he has claimed, it is recommended he be accommodated at the first opportunity.¹⁴⁵

The residences occupied by the first Jews in New Amsterdam can be fairly located.¹⁴⁶

Salvador Dandrada's house, which Teunis Cray sold him but the sale of which was annulled, was situated at the southwest corner of Broad and Stone Streets.

Joseph d'Acosta's house, which was adjacent to that of Jacob Wolphertsen van Couwenhoven, was situated at the west side of Stone Street, between Pearl and Beaver, and its site is now known as 27 Stone Street.

Dia Dei mes De enero De 1656 @," which should be translated as: "List of what was left by Senor Joshua and Mordekay EnRiques the 1st day of the month of January of 1656." See *Publications*, *supra*, No. 10, pp. 48, 67, 68, giving names of other members of EnRiques family, of which probably Jacob Cohen Henriques, already noted, was a member.

¹⁴⁴ See *Docs. rel. to Col. Hist. of N. Y.*, XIV, p. 525.

¹⁴⁵ *N. Y. Col. MSS.*, XV, p. 12.

¹⁴⁶ See Map in Valentine's *Manual*, for 1857, p. 498, reproduced in 1897 by Henry D. Taylor, with present names of streets. See also J. H. Innes, *New Amsterdam and Its People*, *supra*, pp. 82-86, 146-7, and maps, pp. 1, 44, 80, 244, and copies of leases in Appendix.

Abraham de Lucena's house, which belonged to Rutger Jacobsen, who acquired it from Augustyn Heermans, who acquired it from Teunis Nysen, was at the east corner of Pearl and Whitehall Streets.

David de Ferera's residence, which belonged to Claes Jansen Ruyter's wife, was on Pearl Street running through to Bridge Street, between Marketfield or Whitehall Street and the North River.

Asser Levy's property, as already mentioned, was on Stone Street, running through to South William and near Mill Street.

The location of the houses of Jacob Cohen Henriques and Jacob Barsimson does not appear from the records, but probably was close to those of the other Jews.

APPENDIX.

I.

THE ARRIVAL OF THE JEWS IN 1654.—COURT PROCEEDINGS.

(From the *Records of New Amsterdam*, New York, 1897, translated by Berthold Fernow.)

[Vol. I, p. 240.]

Monday, September 7, 1654.

Jacques de la Motthe, Master of the Bark *St. Charles*, by a petition written in French, requests the payment of the freight and board of the Jews whom he brought here from Cape St. Anthony, according to agreement and contract in which each is bound *in solidum*, and that therefore whatever furniture and other property they may have on board his Bark may be publicly sold by order of the Court in payment of their debt. He verbally declares that the Netherlanders, who came over with them, are not included in the contract and have satisfied him. Solomon Pietersen, a Jew, appears in Court and says that nine hundred odd guilders of the 2,500 are paid, and that there are 23 souls, big and little, who must pay equally. The Court having seen the petition and contract order that the Jews shall, within twice 24 hours after date, pay according to contract what they law-

fully owe; and in the meanwhile, the furniture and whatever the petitioner has in his possession shall remain as security, without alienating the same.

[Vol. I, p. 241.]

Thursday, Sept. 10, 1654.

Jacques de la Motthe, Master of the Bark called the [*St. Charles*],* complainant, Contra Divers Jews. Read their [contract]* from which it appears that they owe to the plaintiff *in solidum* a balance of fl. 1,567 for freight and board from Cape St. Anthony to New Netherland. Parties appeared and acknowledgment of the contract being made, it was by the Burgomasters and Schepens declared that the debtors have not legally nor rightfully paid, though they have property sufficient to defray the debt; that they shall first be called upon, and their goods sold for the payment, and if these shall not be sufficient to make up the full sum, then, according to the contract, each one for all *in solidum* shall be called upon until the full amount shall be paid. LaMotthe was accordingly authorized, in case of non-payment within four days after date hereof, to cause to be sold, by public vendue, in presence of the Officer, the goods of Abram Israel and Judicq de Mereda, being the greatest debtors, and these not sufficing he shall proceed, in like manner, with the others to the full acquittance of the debt and no further. Thus done and concluded this 10th September, 1654, in Amsterdam in New Netherland, in the Assembly aforesaid.

[Vol. I, p. 244.]

Extraordinary Meeting, holden on Wednesday the 16th September, 1654, at the City Hall.

Jacques de la Motthe, Master of the Bark called *St. Catrina* [an "h" is written over the first "a"] pltf. contra David Israel and the other Jews, according to their signatures, defts. Touching the balance of the payment of the passage money of the said Jews for which each is bound *in solidum*. Whereas their goods sold thus far by vendue do not amount to the payment of their obligation, it is therefore requested that one or two of the said Jews be taken as principal, which, according to the aforesaid contract or obligation, cannot be refused. Therefore he hath taken David Israel and Moses Ambrosius as principal debtors for the remaining balance, with request that the same be placed in confinement

* Paper worn away.

until the account be paid. The Court having weighed the petition of the pltf. and seen the obligation wherein each is bound *in solidum* for the full payment, have consented to the pltf's request to place the aforesaid persons under civil arrest (namely with the Provost marshal) until they shall have made satisfaction; provided that he, LaMotthe, shall provisionally answer for the board which is fixed at sixteen stivers per diem for each prisoner, and it is ordered that for this purpose 40 @ 50 guilders, proceeding from the goods sold, shall remain in the hands of the Secretary, together with the expenses of this Special Court. Done in New Amsterdam in New Netherland.

[Vol. I, p. 252.]

October 12, 1654.

In Court was paid, from the proceeds of the Jews' goods which were sold by order at vendue—

To the Provost Marshal for what David Israel was detained, according to account.....fl. 12.

Item. For an Extraordinary Session of Court..... 20.

fl. 32.

So that there remains of said money, per cassa.....fl. 72.

[Vol. I, p. 242.]

September 14, 1654.

Asser Leeven, pltf. *vs.* Ricke Nounes, deft.

Pltf. demands repayment of 8½ pieces of Eight advanced to her at Gamoniké [the original reads "haer vershooten op Gamonike," which Mr. Fernow translated "disbursed on *his* account at Gamoniké [Jamaica]" and fl. 15 for a waistcoat [the Dutch is "borstrok," meaning a woman's or child's waistcoat] and other things delivered to the defendant. Defendant acknowledges five pieces of Eight were delivered [gelevert] at Gamoniké [the Dutch reads "bekent wel 5 st. van Achten op Gamonike gelevert heeft," which Mr. Fernow translated as "Defendant acknowledges to have borrowed five pieces of eight at Gamoniké"] and 7 fl. advanced to her husband, but demands on the other side payment of 12 pieces of Eight disbursed for freight for the plaintiff with other items, making together fl. 41.11, so that, by account, a balance remains due her of fl. 22.5. Plaintiff maintains that the 12 ps. of Eight were not disbursed, but only 10 pieces were guaranteed and not paid, and he is not indebted for the other. [Mr. Fernow

translated "maer alleen voor 10 st. van achten goet gesproocken en niet betaelt, en dat het andere niet schuldich is," as "but goods only ordered to the amount of ten pieces and not paid, and that he is not indebted any more." The Worshipful Court referred the parties to two arbitrators, Sieur Govert Lockermans and Sieur Johannes dePeyster being appointed as such, to examine the accounts and differences on both sides, and if possible to bring about an agreement; otherwise to deliver into Court their opinion in writing.

[Vol. I, p. 252.]

October 12, 1654.

Solomon Piers, as ag't for Rycke Nunes, pltf. *vs.* Assar Leeven, deft. Deft's first default.

[Vol. I, p. 254.]

October 19, 1654.

Solomon Pletersen, as atty. for Rycke Nounes, pltf. *vs.* Asser Leeven, deft.

Pltf., in his capacity aforesaid, demands payment of fl. 105.18 which Rycke Nounes paid for freight for him from the West Indies with her goods since sold by auction for defendant and others according to acc't. Defendant says that his and the other persons' goods have been sold at vendue, and that he then represented that if his goods were not sold he should pay his freight, as he had money belonging to him. He now claims that he is not bound to pay, and also that he is unable. Parties having been heard, the Court condemns deft. Assar Leeven in the said sum of fl. 105.18, balance of freight, which he owes Ricke Nounes whose goods were sold for the same, over and above her own debt; or to satisfy her Atty. within 14 days from date.

[Vol. I, p. 249.]

October 5, 1654.

Jan Martyn pltf. *vs.* Assar Leeven, deft. Pltf. as Attorney and agent of the Sailors who brought the Jews here from the West Indies, demands from deft. payment of f. 106. still remaining due. Deft. says that all his goods were sold by auction, and he is not bound to pay any more, inasmuch as payment for his freight was offered before the sale on condition that his goods be not sold. The court persists in its previous decision that the prisoners who were taken as principals be held responsible also for the remainder of the payment.

[Vol. I, p. 259.]

October 26, 1654.

Solomon Pieters appeared in Court, and exhibited a declaration from the Attorney of the Sailors, relative to the balance of the freight of the Jews, promising to wait until the arrival of the ship from *Patria*. Wherefore he requests to receive the moneys still in the Secretary's hands for Rycke Nounes whose goods were sold, over and above her own freight-debt, in order to obtain from that money some support for her. Whereupon was endorsed: Petitioner Solomon Pieters as Attorney was permitted to take, under security, the monies in the Secretary's hands.

(MS. Translation of Dutch Records, entitled "Powers of Attorney, Acknowledgments, Indentures of Apprenticeship, Inventories, Deeds, &c., 1651-1656," pp. 80-81, in office of City Clerk, New York, corrected after comparison with the Dutch original in the volume in the same office, entitled "Burgomasters & Schepens, 1653 to 1675," No. 1.)

I, the undersigned, as representative of the common sailors of the barque called the *St. Cathrie* [should have been *St. Cahrel*], touching the balance of the freight of the Jews they brought hither from the West Indies, there being still due a balance of four hundred and ninety-five guilders, hereby, at the request of [Solomon Piet]ers, attorney for Ricke Nounes, [on] the promise made by said Jews to pay by the next coming ships sailing from *Patria*, they having written about the same by the ships sailing for *Patria*, declare that I have promised them to await payment the aforesaid time, and hereby promise meanwhile not in the least to molest or trouble the said Jews who shall remain here, with regard to the pay aforesaid, but to wait the aforesaid time until the answer to their letters be received by the first ship.

In witness I have subscribed these presents in the quality aforesaid this 21st October, 1654. New Amsterdam in New Netherland.

This is the mark of



JAN MARTYN

made by himself

Witnesses

This is the X mark of

PIETER JACOBSEN,

Capt. Lieutenant, made by himself.

ISAAC KIP.

To my knowledge,

JACOB KIP, Secretary.

II.

EXTRACT FROM LETTER OF REV. JOHN MEGAPOLENSIS, DATED AMSTERDAM, IN NEW NETHERLAND, THE 18TH MARCH, 1655,
TO THE CLASSIS OF AMSTERDAM.*

We have cause to be grateful to the Lords Directors and to your Reverences for the care and trouble taken to procure for the Dutch on Long Island a good clergyman, even though it has not yet resulted in anything. Meanwhile, God has led Domine Joannes Polhemius from Brazil, over the Carribean Islands, to this place. He has for the present gone to Long Island, to a village called Midwout . . . Last summer some Jews came here from Holland, in order to trade. Afterwards some Jews, poor and healthy, also came here on the same ship with D: Polheijmis. It would have been proper that these had been supported by their own nation, but they have been at our charge, so that we have had to spend several hundred guilders for their support. They came several times to my house, weeping and bewailing their

* From translation in *Ecclesiastical Records of New York*, Albany, N. Y., 1901, Vol. I, pp. 334-6, as revised after comparison with the original letter among the archives of the General Synod of the Reformed Dutch Church in America, at the Sage Library, New Brunswick, N. J., examined by the writer through the courtesy of Rev. Dr. E. T. Corwin. The part relating to the presence of the Jews in New Amsterdam reads in the original Dutch as follows, and is here given for purposes of comparison with the official translation:

“Voorleden Soomer sijn alhier eenigen joden van Holt gecoomen, om coophandel te drijven, naaderhant sijnder oock op een en t selve schip met D: Polheijmis eenige Joden caal en gesont alhier gecoomen. Het hadde wel betaamt dat desen hadden onderhouden worden van haar eygen natie, doch sij sijn tot onsen lasten geweest, alsoo dat wij eenigen hondert guldens tot onderhout van desen hebben moeten spenderen. Sij sijn verscheijden maalen tot mijnent coomen krijten en karmen van ellend en waneer ick haar totte jodensche coopman wees, soo seijden sij dat hij haar niet een eenigen stuijver wilde verschieten. Nu sijnder int voorjaar wederom eenigen gecoomen uit Hollant en geven voor datter noch meenichte van dat gespijs souden volgen, en dan alhier haare synagoge oprechten.”

See comment on this letter in the text.

misery, and when I directed them to the Jewish merchant they said that he would not lend them a single stiver. Now again in the spring some have come from Holland, and report that a great many of that lot would yet follow and then build here their synagogue. This causes among the congregation here a great deal of complaint and murmuring. These people have no other God than the unrighteous Mammon, and no other aim than to get possession of Christian property, and to win all other merchants by drawing all trade towards themselves. Therefore, we request your Reverences to obtain from the Lords Directors that these godless rascals, who are of no benefit to the country, but look at everything for their own profit, may be sent away from here. For, as we have here Papists, Mennonites and Lutherans among the Dutch; also many Puritans or Independents, and many Atheists and various other servants of Baal among the English under this Government, who conceal themselves under the name of Christians; it would create a still greater confusion, if the obstinate and immovable Jews came to settle here.

III.

LEASE TO DAVID FERERA, DATED APRIL 15, 1655.

(From Vol. III, p. 359, of *Translations of Dutch N. Y. Colonial MSS.*, III, p. 130, in New York State Library.)

Before me, Cornelis van Ruyven, secretary in New Netherland, appointed by the General Chartered West India Company, appeared the Worthy Harmen Douwessen and Pietertje Jans, wife of Claes Jansen Ruijter, of the one part, and David Ferera of the other part, which Harmen Douwes and Pietertje Jans, for herself and in the name of her husband Claes Jansen Ruijter, declared that they leased, and David Ferera acknowledged that he hired, a certain house belonging to the lessors, standing and situated in Pearl street, adjoining Rem Jansen and Jacob Eversen, for the term of one year, commencing on the 8th of March last. For the rent of said house the lessee shall deliver to the lessors six hundred guilders' worth of merchantable goods which they may dispose of for their benefit; but on the expiration of six months they shall be bound to deliver to the lessee the sum of four hundred guilders in beaver or elk hides, according as parties shall then agree, and the remaining two hundred guilders the lessors shall retain for the use of the aforesaid house for the term of one year. Parties have further agreed and covenanted that in case the lessors fail to pay the said 400 guilders at the appointed

time of six months, the lessee shall have as his guarantee the aforesaid house and for that purpose they specially mortgage and pledge the aforesaid house and lot until the payment be effectually made. Wherefore parties respectfully bind all their property, moveable and immoveable, present and future, nothing excepted, submitting the same to all courts, tribunals and judges.

Thus done in Amsterdam in New Netherland, the 15th of April, A^o. 1655.

HARMEN DOUWES

PETER IJANS

DAVID FRA

Juryen blanck, as witness

In my presence,

CORNELIS VAN RUIJVEN,

Secretary.

IV.

JEWISH BURYING GROUND.

(Translation of *N. Y. Col. MSS.*, Vol. VI, p. 235, in New York State Library.)

July, 1655.

Abraham deLucena, Salvador Dandrada and Jacob Cohen, Jews, in the name of the others, petition the Honorable Director General this day to be permitted to purchase a burying place for their nation, which being reported to the meeting and voted on, it was agreed to give them the answer that inasmuch as they did not wish to bury their dead (of which as yet there was no need) in the common burying ground, there would be granted them when the need and occasion therefor arose, some place elsewhere of the free land belonging to the Company.

Dated as above.

22 February [1656].

Present at the meeting, the Worshipful Director General and Council, Nicasius de Sille, LaMontagne and Cornelis van Tienhoven, Fiscal.

Received and read the request of Abraham de Lucena, Salvador Dandrada and Jacob Cohen, Jews, in the name of the other Jews, requesting that consent may be given to them to purchase a burying place or that a place, after being pointed out, may be granted and allowed them.

After a vote, the following was thereupon added as an apostille:

The Honorable Nicasius de Sille and Cornelis Tienhoven are

authorized to point out to the petitioners a little book of land situate outside of this city for a burial place, and to make report thereof to the meeting.

Dated as above.

V.

LEASE TO JOSEPH D'ACOSTA.

(From *N. Y. Col. MSS.*, Vol. III, p. 140, in New York State Library; MS. Translation in Vol. III, p. 412.)

Before me Cornelis van Ruyven, appointed secretary in New Netherland, in the service of the General Incorporated West India Company, and before the undernamed witnesses, appeared Michiel de Carreman, of the one part, and Joseph d'Acoste, of the other part, which Michiel de Carreman declared that he leased, and Joseph d'acosta acknowledged that he hired, a certain house belonging to the lessor standing and situate in the city of Amsterdam in New Netherland, adjoining the house at present occupied by the lessor and the house of Jacob Wolphertsen van Couwenhoven at present occupied by his late wife's mother, together with the well and the yard, the same as Johannis Withart hath made use of the same; and that for the term of one year, which lease shall first commence on the first of July A^o 1656 and end also on the first of July A^o 1657; but if the lessee will give then the same rent for the premises as another offers he shall have the preference on the following conditions: The lessor promises to deliver to the lessee the aforesaid house wind and water tight, which the lessee remains bound to keep in good repair during the lease, and at the end of the term to deliver it up to the lessor in the same condition. For rent of the aforesaid house the lessee promises to pay the sum of Two hundred and fifty guilders and 20 cans of brandy; the 200 guilders in good merchantable heavers and the 50 guilders in good current wampum. For all that is aforesaid, parties respectively pledge their persons and properties, present and future, without any exception, submitting the same to all courts and judges.

In testimony whereof, this is signed by the parties, and Isaac Israel and William Bogardus, witnesses hereunto invited, at Amsterdam, in New Netherland, the 6th December A^o 1655.

This is X the mark made by

MICHIEL DE CARREMAN

JOSEPH D'ACOSTA

ISAQUE ISRAEL

W: BOGARDUS.

VI.

PROCEEDINGS IN THE CASE OF DAVID DEFERERA.

[*Records of New Amsterdam*, II, p. 124.]

June 25, 1656.

Dirck van Schelluyne, pltf. *vs.* David Frere, deft. Deft. in default.

Plaintiff in his quality as Bailiff, complains that deft had again taken away, contrary to entered protest, a certain chest belonging to A. Keyser, which he had in charge and had delivered in consignment at his house, as more fully appears by the writing. The Honorable Sheriff, N. deSille requests copy of complaint to enter his action thereupon. The Court granted the Honorable Sheriff the copy, and ordered the aforesaid Frere to restore the chest with the clothing on the first demand to the Bailiff's house, or in default that the same shall be forthwith removed from his house by the sheriff's officers.

[II, pp. 130-1.]

July 3, 1656.

Nicasius de Silla, in his quality as Sheriff of this City, pltf. *vs.* David Frere, deft.

Pltf. enters his demand in writing as followeth:

To the Honble President and Very Discreet Gentlemen.

GENTLEMEN: It is known to your Worships, that David Frere, a Jew, brought, by order, a certain chest with clothes to the house of Dirck van Schelluyne, Bailiff of this City, on condition that the Jew aforesaid should receive satisfaction therefor that evening, or at furthest the next day. But whereas the above named Jew was not willing to be contented with that but would have immediate payment or take the things back; paying no attention to all the Bailiff's admonitions, warnings and protests he has, notwithstanding all above mentioned, come with a cart before the Bailiff's dwelling and removed the chest therefrom, making use moreover of many words in his tongue, in presence of the Bailiff. Which tends to the great disrespect and prejudice of your Honors, although it did not occur to your Honors but to one dependent on you who, nevertheless, must be maintained in the performance of his duty; Also such proceedings, such unbecoming opposition and disturbance to the duties of the Bailiff and Messenger cannot be permitted but must be punished. The Schout having ex officio taken cognizance thereof, in support of justice, he con-

cludes that the assigned beaver skins (which the Jew aforesaid claims as his pay) shall remain confiscated for the Schout; that the said Jew shall be publicly whipped at a stake, and banished forth from this province of New Netherland, and that he provisionally shall go into close confinement,—demanding costs, etc.

Was subscribed.

NICASIUS DE SILLE.

Deft. David Frere appears with an interpreter, Joseph de Koster, in court, requests copy of the demand to answer thereunto in writing by the next court day.

Opinions on the Sheriff's Demand:

Allard Anthony decides that deft. be put in prison.

Oloff decides that he be not imprisoned but merely that copy of the demand be granted.

Joh. Ptr. Verbrugge votes imprisonment.

Strycker " imprisonment.

Vinje " imprisonment.

The others concur.

Sentence.

By the court it is, by plurality of votes, ordered and adjudged that defendant David Frere be imprisoned in the City Hall of this City and be granted copy of the demand to answer thereunto in writing on the next court day.

[II, pp. 136-7.]

Extraordinary Meeting held at the request of David d'Frere, a prisoner: In the City Hall, this 4 July, 1656.

Present, N. deSille, Allard Anthony, Oloff Stevensen, Jacob Strycker, Jan Vinje, and Hendrick Kip.

Whereas David Frere has petitioned to be released from confinement under sufficient bail before the decision on the demand of the Honble Sheriff and to deliver in his defence on the next court day, Resolved that the Honorable Schout and said Frere be heard thereupon in court.

Schout N. d'Silla concludes that David Frere shall remain in prison until the case shall be definitely disposed of, maintaining that it is not bailable since the action is a criminal one, and in case the court should decide it to be so declares he protests against the same.

Joseph d'Coster, interpreter for the prisoner David Frere, appears in court, persisting by the entered petition that D: Frere

might be released from confinement under sufficient bail; whereupon it being asked if Frere was ready to answer to the demand? he answered, No; since he could not do so without an attorney or writing, requesting time thereto until next Monday. The demand and answer being deliberated on, the advice and conclusion of each of the Lords Burgomasters and Schepens follow:

Allard Anthony decides that David Frere shall remain in confinement according to the demand until the case be definitely disposed of.

Oloff Stevensen votes that D. Frere be released from confinement under sufficient bail for a certain sum or by sentence.

Jacob Strycker votes that D. Frere shall remain in confinement until the matter be disposed of.

Jan Vinje votes the same, to remain in prison.

Hendrick Kip votes the same; concurs with the majority.

The court, by plurality of votes, orders and decides that David Frere shall remain in confinement until the case shall be definitely disposed of; and the above named Frere was notified on the part of the court, through Joseph d'Coster, as interpreter, to prepare his defence to the demand and deliver the same to the Secretary, then to be further and finally disposed of in the case, in the quickest manner, even though it were tomorrow.

[II, pp. 140-1.]

Monday, July 10, 1656.

The Honorable Sheriff requests the court to be pleased to pass sentence and judgment on his entered demand and conclusion against David Frere. Whereupon the prisoner D: Frere and Joseph d'Coster, his interpreter being sent for to court, say they have not the answer to the demand ready as yet, but request time. The court orders that he, Frere, shall answer orally if not in writing so as to come to a conclusion. Whereupon deFrere again asked time to enter a writing. The Honorable Sheriff replying persists in his demand and conclusion entered and taken herein, and answers defendant's exceptions; concludes finally they cannot be received and therefore that his, the Sheriff's, demand shall be granted with costs; and that his, the deff's, exceptions and conclusions shall be and remain dismissed. The court ordered the prisoner D. Frere to deliver in his defence to the court within three times 24 hours, or in default thereof justice shall be done in the demand of the Honorable Sheriff.

[II, pp. 141-143.]

Thursday, July 13, 1656.

Schout N: deSille requests that the court would be pleased to pronounce judgment on his demand and conclusion entered against David Frere. Whereupon David Frere being heard answers in writing, as appears more fully by the same. Whereunto the Schout answers

On the 1st point—the Complaint of the Bailiff:

On the 2nd point, that it does not accord with the law of Amsterdam and falls within no exception;

On the 3rd point, that he Frere was always accompanied by a Jew who understood and spoke both Dutch and Hebrew.

Concludes therefore finally it is not admissible because of surreption or obreption, and asks approval with costs.

David Frere requests an interpreter thereupon. Joseph d'Coster being therefore sent for to court, the aforesaid answer and conclusion of the Schout are read to him. He persists in his written answer. The Schout requests, therefore, expedition. The succeeding votes and judgment consequently followed:

Votes as to the Application of the Fine.

Allard advises	$\frac{1}{4}$ for the Schout; and $\frac{3}{4}$ for the City.
Oloff “	$\frac{1}{4}$ for the Schout; and $\frac{3}{4}$ for the City.
Jan Verbrugge	$\frac{1}{4}$ for the Schout; and $\frac{3}{4}$ for the City.
Strycker	$\frac{1}{4}$ for the Schout; $\frac{1}{4}$ for the poor; $\frac{2}{4}$ for the City.
Jan Vinje	$\frac{1}{4}$ for the Schout; $\frac{3}{4}$ for the City.
William Beekman,	$\frac{1}{4}$ for the Schout; $\frac{1}{4}$ for the poor; $\frac{2}{4}$ for the City.
Hendrick Kip,	$\frac{1}{4}$ for the Schout; $\frac{1}{4}$ for the poor; $\frac{2}{4}$ for the City.

President Allard by the second vote concludes the application $\frac{1}{4}$ for the Schout and $\frac{3}{4}$ for the City.

Votes regarding the Amount of the Fine.

Honble Allard	votes	fl. 1,000.
“ Oloff	“	600.
“ Verbrugge	“	600.
“ Strycker	“	800.
“ Vinje	“	800.
“ W. Beekman	“	600.
“ Kip	“	800.

Follows the Sentence.

Whereas, David Frere, residing within this City of Amsterdam, in New Netherland, did on the 21st last, according to the Complaint of Dirck van Schelluyne in his quality as Bailiff, and his own acknowledgment, dare to remove, with many hasty words uttered in his language, from the Bailiff's house, not only against expressed prohibition but contrary to the Bailiff's entered protest, a certain chest with clothing which had been brought there, by order, that 5 beavers due him by A: Keyser should be paid him, and notwithstanding his 5 beavers were offered him and delivered in consignment; Therefore the Honorable Nicasius d'Sille in quality as Schout of this said City prosecuting the said David Frere, at law, before us Burgomasters and Schepens, concludes that for his committed fault and violence which tends not only to the opposing the Bailiff's office but to the serious contempt and disregard of justice, which cannot be tolerated or suffered in a land of law, the above named Frere shall be condemned in the loss of the assigned beaver skins and that he shall in addition be publicly scourged at a stake and banished from this Province.

Burgomasters and Schepens of the City of Amsterdam in New Netherland, having paid attention to the demand and conclusion of the Schout as well as the written answer and acknowledgment of the prisoner David Frere, and having maturely weighed everything material, have, after due deliberation, condemned, as they hereby do, the said David Frere for his aforesaid committed offence to pay a fine of One eight hundred Carolus guilders, to be applied one fourth part to the benefit of the Schout and three fourth parts for the benefit of this City, with costs of suit; and to remain confined until the said moneys shall be paid; and the sequestered beaver skins shall again be restored to him d'Frere; dismissing plaintiff's further demand herein.

Thus done, adjudged and pronounced at the Court at the City Hall, at Amsterdam in New Netherland, this 13th July, 1656.

David Frere promises to pay the money; requests to be released from confinement and that J. deCoster may be sent for. Joseph d'Coster appearing in court as interpreter. Apologizes for having now no money ready; offers to remain hail, to deliver goods as security.

Which being considered, the aforesaid sentence was persisted in, that the monies shall be forthwith paid or that d'Frere shall be sent back to prison.

The Honorable Nicasius d'Sille appeals from the sentence because only $\frac{1}{4}$ is applied to him, and maintains that $\frac{1}{2}$ belongs to him.

On the 15th July, 1656, David Frere appealed from the pronounced sentence to the Honorable Director General and Council of New Netherland, as appears by the statement of the Court Messenger, and further confirmation of Joseph d'Coster as interpreter for David Frere, as far as relates to the sum. The Schout Nicasius d'Sille declares on this date 15th July to renounce or revoke his appeal.

(Translation of *N. Y. Col. MSS.*, Vol. VIII, pp. 82-83, in New York State Library.)

[July 24, 1656]

To the Great Honorable Lords Director
General and High Councillors of New
Netherland.

David Ferera, Jew, residing here, makes known with humble reverence how that the Messrs. Burgomasters and Schepens of this City, on the demand of the Officer [the Schout] and having noted the petitioner's written answer whereby he frankly confesses his ignorance of Dutch laws and customs and lack of knowledge of the language, and therefore not knowing to have sinned so greatly as the case has been considered, have been pleased to condemn your petitioner in a fine of eight hundred guilders and the costs of the suit notwithstanding that the Officer in a civil suit has only concluded and demanded the forfeiture of a small consignment of beaver skins, and whereas your petitioner is a person of humble circumstances and limited means and to satisfy the aforesaid fine would be sufficient to cause his ruin, and as he the petitioner is on account of this still in prison, and he by this sincerely declares not to have had the least intention to violate justice but that the fault arose from his lack of knowledge, and that he therefore feels himself unjustly oppressed by the sentence in so far as the same has been pronounced in a civil suit: He therefore humbly requests of your Honors to please issue a writ of appeal, with a clause of inhibition, in the usual form, and in the mean time to let him out of prison, offering for this Joseph d'Acosta as sufficient bail, as principal, for the sentence.

Your Honors' Humble Servant:

Was signed

DAVID FERERA

JOSEPH D'ACOSTA.

[July 24, 1656.]

The above request being read to the meeting, there was, after a vote, an apostille added as follows: Let a Mandate issue in Case of Appeal, with Clause of Inhibition.

Done at Fort Amsterdam, in New Netherland, dated as above.

(*Records of New Amsterdam*, II, pp. 145-146.)

Copy.

25th July, 1656.

Petrus Stuyvesant, on behalf of the Honorable High and Mighty Lords States-General of the United Netherlands and the Honorable Lords Directors of the Privileged West India Company, Director General of New Netherland, Curaçao, Bonaire and the Appendices thereof, with the Councillors: To the Court Messenger, Claes van Elslant, hereunto required, Greeting!

Whereas, David Frera, a Jew, residing within this City has, by petition, represented unto us that he was condemned by the court of this city of Amsterdam in New Netherland on the 13th of this month of July, at the suit of the Officer of this City, in a fine of fl. 800 and costs of suit, notwithstanding that he represented his innocence as being ignorant of the Dutch laws, customs and language as he says [and as he demands] therein our provision:

Therefore, we [warn] you herewith that you summon in the name of the Supreme Court the said officer to appear before us here in Fort Amsterdam on the 25th of this month; notifying the court aforesaid to come also or to send attornies to see the said judgment either confirmed, annulled or set aside by us; the same to sustain or renounce, as their wisdom shall direct; leaving authentic copy for the benefit of the said Officer, rendering unto us your return.

Given in Amsterdam in N. Netherland, under our Seal, Paraphure and Signature of our Secretary, the 24th July, 1656.

Was Signed

P. STUYVESANT,

By order of the Honorable Director General and Council of New Netherland

C. v. RUYVEN.

Beneath was impressed the Public Seal in wax.

Votes as to whom to commission pursuant to the preceding Mandamus:

Votes of the Honorable Allard.....	{ Oloff Stevensen
	{ Joh. Verbrugge
Votes of Oloff,.....	{ Jan Anthony
	{ Joh. Verbrugge

Votes of Verbrugge.....Both Burgomasters
 Votes of Vinje.....Both Burgomasters
 Votes of Kip.....Both Burgomasters
 Plurality of Votes.....Both Burgomasters

(*N. Y. Col. MSS.*, Vol. VIII, pp. 90-91, in New York State Library.
 Translation.)

To the Honorable, Greatly Esteemed Di-
 rector General and High Councillors of
 New Netherland.

Copy.

Honorable Greatly Esteemed Lords:

It was proper that David Ferera, Jew, by petition presented to your Greatly Esteemed Honors requested and was granted an appeal from the sentence imposed civilly by the Lords Magistrates with regard to his acknowledged ignorantly committed fault; Now, considering that petitioner's intention is no longer to prosecute his appeal and thereby to proceed to the uttermost against the Lord Officer, but, in view of his ignorance in the fault committed by him, to place himself and his poor condition at the merciful discretion and commiseration of your Greatly Esteemed Honors' pity, he therefore submissively requests that your Greatly Esteemed Honors be pleased to remit the all too heavily imposed fine, or at least to lighten the same to such an extent that he can bear it and consequently be able to be discharged from his long incarceration. Doing this etc., Below stood

Yours Greatly Esteemed Honors'
 Humble Servant

Was signed

DAVID FERERA.

There appeared at the meeting, according to the tenor of the mandate granted to David Frera,

July 26, the Lord Officer, together with the Lords Burgomasters of the City, A. Anthony and Oloff Stevens, and having heard read the above petition, the Lord Officer requests, in the first place, that there should be noted on the same that which follows: The Schout requests adjudication of the fine to the full appeal, and that on the said sentence letters of execution shall be noted, according to their form and contents, with expenses, and if so wished, a clause pledging the money considered in the sentence. Dated as above.

(*N. Y. Col. MSS.*, Vol. VIII, pp. 91-92, in New York State Library. Translation.)

At a meeting: Present the Lord Director General Peter Stuyvesant and the Lords Councillors, J: LaMontagne.

Dirck van Schelluyne asked, whether he intimated to the Jew, David deFerera that he should bring the chest with goods to the house of the Keeper, answered No, but that the said Jew himself tried to sell the said goods, and caused the chest to be brought by a cart man to his house, and in his absence, he being on business at the house of deJonge to which the above mentioned Jew came to him, and speaking through an interpreter informed Schelluyne that he had caused the chest with clothing to be brought to his house, demanding payment of what was coming to him therefor, whereupon he, Schelluyne, answered him, in a day or two his money would be forthcoming; the Jew, through the interpreter, said he must have the money at once, otherwise he would have the goods again taken away, which the Jew also immediately caused to be done notwithstanding Dirck van Schelluyne warned him not to do so and protested to him against the same, so that the Jew has caused the chest with clothes to be brought to the house of Dirck van Schelluyne and again taken away from there without Dirck van Schelluyne having seen the chest.

Thus declared by Dirck van Schelluyne to the meeting present as above held in Fort Amsterdam, in New Netherland, the 26th of July, A^o. 1656.

(*Records of New Amsterdam*, II, pp. 146-147.)

Whereas, David d'Ferere, Jew, has appealed from an action instituted by the Honorable Schout N. deSilla before the Burgomasters and Schepens of this City and from the sentence pronounced therein dated 13 July inst. to the Honorable Director General and Council of New Netherland and by petition civilly requested abatement of said sentence, as by his petition is appearing: Therefore the Honorable Director General and Council of New Netherland have ordered, to prevent costs and so dispatch the suit quickly, that parties under due compromise shall each choose an arbitrator, whereunto their Honors have adjoined the Honorable LaMontagne as a third: Therefore parties being met together thereupon, Schout Nicasius deSilla chose on his side Capt. Paulus Leenderts van die Grift, and David d'Ferere Joseph

deCoster, to the decision of whom, their chosen arbitrators, parties declare to submit themselves, to abide by the same and accomplish it, under a bond of three hundred Carolus guilders to be forfeited by whosoever shall not accept the same. Submitting to this effect to all courts and judges.

In testimony whereof it is signed by the respective parties and witnesses, on both sides, this 26 July, 1656. At Amsterdam in N. Netherland.

Was signed

NICASIUS DESILLE

DAVID FERERE

Witnesses

Augustin

Daniel Litschoe.

In presence of me,

JACOB KIP,

Sec'y.

Pursuant to the above deed of compromise, the arbitrators met together at the instance [of] the Honorable LaMontagne thereunto adjoined by the Honorable Director General and Council as a third, and gave as their decision that the aforesaid David Ferere shall pay for the behoof of the Schout N. deSilla the sum of one hundred and twenty Carolus Guilders and defray besides the costs of suit, estimated at fifty guilders, together with the costs incurred by this appearance.

In testimony is this signed by the arbitrators on both sides this 26 July, 1656. At Amsterdam in New Netherland.

Was signed

P. L. VAN DIE GRIFT,

JOSEPH DACOSTA,

LAMONTAGNE

In presence of me,

JACOB KIP,

Secretary

Parties declare, on both sides, to submit themselves to the above decision. Done as above:

Which I witness,

JACOB KIP,

Secretary.

VII.

PETITION OF MOSES DA SILVA TO THE DIRECTORS OF THE WEST INDIA COMPANY, DATED AT AMSTERDAM, AUGUST 24, 1656.

(Translation of *N. Y. Col. MSS.*, Vol. XII, p. 43, in New York State Library.)

Copy.

To the Ever Honorable, Greatly Wise
and Very Foreseeing Lords, my Lords
the Directors of the Chartered West
India Company, Chamber of Am-
sterdam.

MOSES DA SILVA, merchant, residing within the said city, sheweth reverently and with proper reverence that he, the petitioner, on May 1, 1655, had laden here in this city, in the ship named New Amsterdam, skipper Pieter Dirckssen, the destination being New Netherland, forty ankers of brandy, marked as in the margin, "S," to deliver, according to the bill of lading, to David Fereira or in his absence to Abram deLucena there, and that the aforesaid ship having arrived at Amsterdam in New Netherland, the said skipper, contrary to his aforesaid bill of lading, delivered the aforesaid lot of forty ankers into the warehouse of the Company, regarding which a question and law suit arose there between David Ferera, to whom the same were consigned, and the skipper who was condemned by the court there to carry out his bill of lading, which he has not done, notwithstanding the said admonition and decision, and the goods from said ship is still held there in your warehouse: Therefore your petitioner humbly turns to your Worships, requesting that the aforesaid forty ankers may be made good and paid for to him, at least at such price as that at which the same could have been sold for at the time. All this appears by the accompanying documents to which he refers. Which doing, my Lords, &c.

Was signed,

MOSES DA SILVA.

At the side was apostilled:

Referred to the Accountants to examine the contents of this and the annexed exhibits, and to report to the meeting.

Done at a meeting of the Directors of the West India Company, in Amsterdam, the twenty fourth of August, 1656.

Below stood,

By their Order,
and signed,

C. VAN SEVENTER.

LETTER OF DIRECTORS OF WEST INDIA COMPANY TO DIRECTOR AND
COUNCIL OF NEW NETHERLAND, DATED NOVEMBER 16, 1656,
ENCLOSING PETITION OF MOSES dASILVA.

(Translation by Mr. A. J. F. van Laer, Archivist, N. Y. State Library, of *N. Y. Col. MSS.*, Vol. XII, p. 42.)

Honorable, Pious, Dear, Faithful [Gentlemen]:

What Moses daSilva, Jewish merchant here, has requested us, you will see from the accompanying copy of the petition presented to us, and inasmuch as we fully perceive from the papers annexed hereto, not only that the said daSilva is founded in his just request but also that the 14th of March last past your Honors pronounced sentence in the matter against the late fiscal Tienhoven, which sentence, however, unknown to us, has not been carried out so that the said daSilva has not enjoyed the benefit thereof, we have upon examination of the said sentence and for the furtherance of justice thought fit to order and recommend your Honors hereby to hold the said Tienhoven liable to the same, in order that the said Silva may receive satisfaction in accordance with the aforesaid sentence, or, in case of refusal, that the said sentence be executed according to law.

Trusting that this will be done, we commend you, Honorable, Pious, Dear Faithful Gentlemen to God's protection and remain,

Your Honors' good friends,

The Directors of the West India Company,
Chamber of Amsterdam,

(signed) JSAACK VAN BEECK

PAULUS TIMMERMAN

Amsterdam the 16th of November, 1656.

To the Director and Council of New Netherland.

VIII.

WRIT OF APPEAL IN JACOB BARSIMSON *vs.* WARNER WESSELS.

(Translation of *N. Y. Col. MSS.*, Vol. XVI, Part 4, p. 9, in New York State Library.)

Peter Stuyvesant, representing their Noble High Mightinesses the States-General of the United Netherlands and the Noble Lords Directors of the Chartered West India Company, Chamber of Amsterdam, Director General of New Netherland, Curaçao, Bonaire, Aruba and their Appendices, together with the Honorable Councillors:

To the Court Messenger, Claes van Elslant, Jr. hereto commissioned, GREETING:

WHEREAS, Warner Wessels has, by petition, remonstrated to us that he feels himself greatly aggrieved by the judgment of the Honorable Court of this City, dated 29th January last, between him and Jacob Barsimson, Jew, whereby he was condemned to pay to the said Jacob Barsimson a hogshead of tobacco and several loose sheaves [menoken], amounting together to the quantity of 400 lbs. at 7 stivers a pound, which the said Barsimson claims to have left in the cellar of Warner Wessels, which the said Barsimson has not proved and cannot prove by all the documents produced by him and his statements; so that he therefore asks some provision of us:

THEREFORE we charge you to summon the said Jacob Barsimson to appear before us here at Fort Amsterdam on Thursday the 20th of March or to send an attorney in order to answer to such complaint and conclusion as the said Warner Wessels shall make and take against him, provided the said day is suitable to the pleasure of the said Court for him to appear, or to send his attorney, in order to annul or confirm the said judgment; leaving a copy on behalf of the parties, reporting to us what has occurred.

Given at our meeting held at Fort Amsterdam in New Netherland, on February 27, 1659.

IX.

RESIDENCE OF ABRAHAM DE LUCENA, OCTOBER 10, 1656.

(From MS. Volume, entitled "Mortgages of Lots and Pieces of Land in the City of New Amsterdam, 1654-1660," in office of City Clerk, New York, page 43.)

On the 17th October, 1656, Rutger Jacobsen, residing at Fort Orange, hath mortgaged in favor of Mr. Johannnis Withart his house and lot situate within this city, at present occupied by Abraham Luecina, a Jew, for the sum of fifteen hundred and twenty-eight guilders, payable in Beaver, next June Ao. 1657, as more fully appears by extract of the mortgage executed by said Rut. Jacobsen before the Vice Director and Commissary and Commissioners of Fort Orange on the date aforesaid, as appears by the exhibit to me.

Which I testify.

JACOB KIP, Secretary,

10
24
1656.

X.

(Translation of Dutch in Volume in Albany County Clerk's office entitled "Court Minutes, 2, 1658-1660. Mortgages, No. 1, 1652-1660.")

23 July Ao. 1658.

Asser Levy, attorney for Joseph d'Acosta, complainant, against Hans Coenraetsen, defendant.

Complainant demands payment of 132 guilders in which the defendant has been condemned by the court of justice of Recife in Brazil, which act of condemnation he produces. Defendant acknowledges the debt, but says that he was driven away from Brazil by the enemy. Complainant replies that the defendant a year before that had been condemned to pay in cash and that in pieces of eight, and therefore maintains that he must pay in said money or in beavers or current money. The court having heard the parties condemns the defendant to pay the amount in cash, provided that the complainant shall produce security until he shall show perfect procuration from Joseph d'Acosta.

XI.

MORTGAGE, CORNELIS JANSEN PLUIVIER TO ASSER LEVY,
APRIL 30, 1659.

(From MSS. Volume, entitled "Mortgages of Lots and Pieces of Land in the City of New Amsterdam, 1654-1660," in office of City Clerk, New York, p. 129.)

Before us, the underwritten Schepens of the City Amsterdam in New Netherland, appeared Cornelis Jansen Pluivier, burgher and inhabitant of this city, who acknowledges and declares to be well and truly indebted unto Asser Levy, a Jew, co-burgher and inhabitant here, in the sum of sixteen hundred and twenty five guilders and twenty stivers each, Holland currency, on account of the loaned monies for purchased goods which he the appearer hath satisfactorily received from Abraham Cohn, merchant at Amsterdam, according to Act thereof executed before the Notary Jan Molengraef and certain witnesses, dated 27th January, 1659, which aforesaid fl. 1625. he, the appearer, hereby promises shall be sent over to the above named Abraham Cohn or his order, in good merchantable beavers at five guilders ten stivers each, and that on the departure of the first sailing ship according to bond included in the above Acte dated 27th January remaining with and consigned to the above named Asser Levy, and that precise

without further delay, thereunto saving the aforesaid bond, pledging by special mortgage unto Asser Levy, consignee of the above named Abraham Cohn, his the appearer's house and lot lying and being Heere Straat within this City, bounded easterly and northerly by the above named Heere Straat and the City wall, westerly by Dome Dryslus and southerly by the house and lot of Jacobus Vis and the Company's garden, in order, through default of payment of the aforesaid sum at the time affixed, to recover the same therefrom free of cost and charges, and further generally his person and property, moveable and immoveable, present and future, subject to all courts and judges.

In testimony of the truth, these presents are signed by the appearer and the Worsh^l Schepens Jeronimus Ebbinck, Jacob Kip, the 30th April, 1659, in Amsterdam in New Netherland.

CORNELIS JANSE PLUVIER

JERONIMUS EBBINCK

JACOB KIP.

XII.

MEMORANDUM AS TO ASSER LEVY IN 1662.

(From volume entitled "Minutes of the Notary Public, Solomon LaChair, Jan. 20, 1661, to May 23, 1664," in office of City Clerk, New York.)

[p. 227.]

2 May [1662].

For Asser Levy drew two Notes against Auke Jans for the sum of fl. 412.4 Wampum, payable before the departure of this year's ships. Owesfl. 1.10.

[p. 306.]

On the 5th June [1662] went with Asser Levy over to the Ferry and there drew up a notarial obligation against Auke Jans.

For my attendance and journey.....fl. 2.

For writing the obligation..... 1.10.

Wrote another obligation for Asser Levy against Evert Dirckx van Nas for the sum of fl. 30..... 1.

[p. 382.]

About Sept. 4, 1662.

For Asser Levy four letters to Patria, each two pages; one guilder 10 stiv. a page..... 12.

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